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The Solicitors' Journal.

LONDON, MAY 14, 1864.

THE ARGUMENT in the case of *Young* v. *Fernie*, which has occupied the court of the Vice-Chancellor Stuart for so unusual a time, having been concluded, and his Honour having reserved judgment, we think it would now be proper for us to give our readers an outline of the questions raised in this extraordinary case. The plaintiffs were James Young, Edward Meldrum, and Edward William Binney. In 1847 Young, who was at that time manager of the works of Messrs. Tennant, chemical manufacturers at Manchester, had his attention drawn by Dr. Lyon Playfair to a spring of petroleum which had been discovered in the sandstone of Derbyshire. He entered into arrangements for taking a lease of it, and, in conjunction with the plaintiff Meldrum, made from the petroleum oils which were bought for lubricating and burning. The spring gradually diminished; but Young, having been led to investigate the nature of the petroleum, came to the conclusion that it was formed from products given off by the underlying coal when hot, and absorbed by the sandstone, and that it had subsequently oozed out through cracks caused by the removal of the coal. Acting upon this conclusion, he, for about two years, made experiments upon different kinds of coal with the view of discovering a product from which he might obtain oils similar to those obtained from petroleum, and at length discovered that cannel coal, when subjected to a certain process of distillation, yielded an oil containing paraffine. In December, 1850, he obtained a patent, and in the specification describes his invention thus:—"My said invention consists in treating bituminous coals in such manner as to obtain therefrom an oil containing paraffine (which I call paraffine oil), and from which I obtain paraffine. The coals which I deem to be best fitted for this purpose are such as are usually called parrot coal, cannel coal, and gas coal. To obtain paraffine from coals, I proceed as follows:—The coals are to be broken into small pieces about the size of a hen's egg, or less, for the purpose of facilitating the operation." The coal is then to be put into a common gas retort, to which is attached a worm pipe passing through a refrigerator, the temperature of which should be about 55° Farenheit. "The retort being closed in the usual manner, is then to be gradually heated up to a low red heat, at which it is to be kept until volatile products cease to come off; care must be taken to prevent the retort from rising above that of a low red heat, so as to prevent as much as possible the desired products of the process being converted into permanent gas." Then he describes the process of purifying the crude oil, and extracting a light oil, burning oil, lubricating oil, and paraffine, and concludes thus:—"I claim as my invention the obtaining of paraffine oil, or an oil containing paraffine, and paraffine from bituminous coals, by treating them in the manner hereinbefore described."

Shortly after the date of this patent, he entered into partnership with the other plaintiffs, and, in conjunction with them, erected works at Bathgate, near Edinburgh, and there distilled the boghead coal, which he asserts to be a highly bituminous cannel. These works now occupy several acres of ground, and afford employment to 700 men.

In 1862 the plaintiffs discovered that Fernie was manufacturing and selling paraffine oil obtained from a highly bituminous cannel coal, and, in September of that year, filed their bill, praying for an injunction and an account and payment of all profits which he had made by the infringement. The coal used by Fernie was from the Leeswood colliery in Flintshire.

On the cause coming before Vice-Chancellor Stuart he directed an issue at law, but, on appeal, the Lord Chancellor referred it back to be tried by his Honour. Ultimately it came on to be heard on 2nd March last, and has occupied the greater part of thirty-three days, thus equalling in length the celebrated Windham case. The counsel for the plaintiffs were Mr. Grove, Q.C., Mr. Bovill, Q.C., Sir Hugh Cairns, Q.C., Mr. Hindmarch, Q.C., Mr. E. K. Karslake, and Mr. Lawson; for the defendants, the Attorney-General, Sir F. Kelly, Mr. Wyllys Mackeson, Mr. George Chance, and Mr. Downing Bruce: Mr. T. Aston watched the case for a company not party to the suit.

Four issues had been agreed upon before the Lord Chancellor, and were in effect as follows:—Was Young the first inventor? Was the invention new within Great Britain and Ireland at the date of the patent? Did the specification ascertain the nature of the invention, and the manner in which it was to be performed? Had there been any infringement?

Mr. Grove opened the case for the plaintiff. The Attorney-General, for the defence, contended shortly thus:—The patent is bad for want of novelty. If there were any novelty, still it would be bad, as the specification does not distinguish that which was new from that which was known before. Young does not claim to be the discoverer of paraffine, for Reichenbach first obtained it from beech-wood, tar, and also from coal; but, in consequence of the character of the coal used, only in small quantities. Had he found a coal as bituminous as that used by Young, he would have obtained paraffine in as great quantities as it is obtained by Young. Were he in England now, this patent would prevent his making use of his own discovery. Crude oil, the same as Young's crude paraffine oil, was described by Glauber as long ago as 1657, and by many other authors. Further, these authors have described all the secondary products. That this crude oil contains paraffine was communicated to the world by Reichenbach, who at the same time described in a public journal, step by step, the process of obtaining crude oil and paraffine substantially in the same terms as Young uses to describe his process. The process of gradual heating up to a low red heat, and the breaking the coal into small pieces before putting it into the retort, were known before. Another objection to the patent is that it claims too much, for it extends to all bituminous coal. Again, this oil has been for a long time obtained from bituminous shale, and the oleagenous nature of bituminous coal is analogous to that of bituminous shale Moreover, there is evidence to show that boghead coal is a shale, not a coal.

Sir F. Kelly having summed up the evidence, Mr. Grove replied. In a chemical patent such as this, it is not necessary for Young to distinguish that which was known before from that which is claimed as new. Young does not claim to be the discoverer of paraffine, or of the process of purifying the oil. Previously to his discovery, the dry distillation of coals was carried on at a high heat, and the products were tar and gas. Young has discovered that by subjecting cannel coals to a degree of heat not above low red heat (that degree of heat which first becomes visible in the dark) they produce paraffine oil, out of which paraffine may be frozen. Paraffine was known before, but merely as a laboratory curiosity. Young has obtained it in mercantile quantities. The gist of the invention is obtaining paraffine oil from bituminous coals by treating them in the manner described.

Witnesses were examined on behalf of the plaintiffs, among whom were many eminent men of science such as Dr. Hoffmann, Dr. Lyon Playfair, Dr. Odling, Sir R. Kane, Mr. Geikie, and others. Defendant called a greater

number, including Dr. Anderson, Dr. Miller, Dr. Noade, Professor Ansted, Dr. Taylor, Mr. Dugald Campbell, and others, in support of his case. On the one hand it was said that Young's process was new, on the other that it was known to all chemists who were acquainted with the literature of their science. There was also considerable difference of opinion as to whether the boghead mineral was a coal or a shale, the chemists forming their opinion from chemical analysis, the geologists from outward appearance and line of fraction. A mining engineer, however, who was called for the plaintiff, had arrived at a very practical conclusion on the subject. He considered that that which he could sell for coal was coal, and, therefore, that the boghead mineral was a coal.

His Honour reserved judgment.

Of course, the length of time occupied by this case has been the cause of very great inconvenience to other suitors. Causes which, in the ordinary state of business, would have been heard ere this, have not yet come on, and it has been found necessary to transfer many to the paper of another judge. It is difficult, however, to see how the case could have been disposed of in court in shorter time, for not only were the witnesses very numerous, but many of them were required to read through and give their views of extracts taken from the works of scientific writers, and to substantiate their own evidence given in a previous suit which Young had instituted against a company in Scotland.

THE BILL TO AMEND the practice in the Irish courts of common law, as recently introduced by the right hon. the Attorney-General for Ireland, has been printed, and contains no less than 383 clauses. The principal object of the bill is to get rid of the injudicious reforms introduced by the Act of 1863 (16 & 17 Vict. c. 113), and assimilate the practice to that of the English courts, by returning to the old form of proceeding by writ, declaration, pleas, demurrers, &c. There can be no question that the bill, if passed, will considerably increase the business of these courts.

The GRAND JURY of the city of London have once more called attention to the grievance, or that which they consider the grievance, inflicted on them by the present state of the criminal law. "They could not," they said, "separate without representing to the Court that out of about eighty cases presented to them, no fewer than six prisoners were charged with stealing money under the amount of twenty shillings, sixteen cases involved money and property under the value of £5, and there were but few cases of really serious character against either person or property. While regarding the institution of the grand jury as a valuable safeguard and security, both with respect to persons charged with offences and to the general interests of the public, they considered that very many of the cases should have been disposed of by the presiding magistrate. The grand jury alluded more particularly to cases in which previous convictions were shown, and to cases in which the stolen property was found upon the person of the accused." These gentlemen seem to consider the amount of property at stake, and not the magnitude of the question involved, as the test whether there is or not *dignus vindice nodus*. We would beg to remind them that the property involved in the question at issue in *Rex* v. *Hampden* was but twenty shillings. At the same time it cannot be denied that such an institution as the grand jury, invaluable as it is in cases of constitutional importance, and greatly as it has advantaged the cause of civil liberty in this country, is too ponderous a machine for the bulk of the routine work it has to perform. The difficulty is that it is impossible to predict in what cases their intervention may turn out to be of importance, and in what it might have been safely dispensed with. Mr. Gurney's reply to the remonstrance in question is well worthy of attention and consideration. The Recorder is reported to have said that "he was obliged to the grand jury for their suggestions, which should be forwarded to the proper quarter. He ought, however, to observe that very often where the amount of money stolen was small, it was taken in connection with something in the prisoner's previous history. With respect to the suggestion that very many of the cases should have been disposed of by the presiding magistrates, it should be remembered that there was a class of cases which the magistrates had no power to dispose of unless a prisoner pleaded guilty, and that in such cases where a prisoner declared that he was innocent, he was entitled to be tried by a jury of his countrymen."

THE LADY who, rightly or wrongly, lays claim to the title of the Hon. Mrs. Yelverton appears to be once more in a dilemma. It seems that the £150 ordered by the House of Lords to be paid to her to defend her against the appeal of her husband has been arrested by her own agents in London for expenses already incurred. A Scotch contemporary asks, "Will the Lords not insist that the funds be appropriated to the specific object for which they were given?"

MR. W. B. BRETT, Q.C., has been invited to become a candidate for Rochdale at the next election.

HER MAJESTY'S birthday will be celebrated on Tuesday, the 24th of May next. Her Royal Highness the Princess of Wales will hold Drawing-rooms at St. James's Palace, on behalf of her Majesty, on Saturday, the 14th of May next, and on Tuesday, the 14th of June next, at 2 o'clock. Presentations to her Royal Highness at these Drawing-rooms will be considered as equivalent to presentations to her Majesty.

THE RULE NISI obtained by Mr. Pater for a *certiorari* to quash the order of Judge Payne, whereby he was fined the sum of £20 for an alleged contempt of court committed by him in the course of his defence of one Robert Griffiths, was argued before the Court of Queen's Bench on the 9th May, by Mr. Bovill, Q.C., for the Judge, and Mr. Denman, Q.C., for the Barrister, when the Court (consisting of the Lord Chief Justice and Blackburn, Mellor, and Shee, JJ.) unanimously discharged the rule. The question is one of the very highest constitutional importance, although arising incidentally in the course of a common-place prosecution for larceny in a court of inferior jurisdiction. We hope shortly to explain at some length our reasons for considering the precedent set by the present case to be one of "most dangerous consequence."

IF THE MAXIM *boni judicis est ampliare jurisdictionem* do indeed mean that which English lawyers ordinarily take it to mean, a proposition which we have heard denied by very high authority, then it seems to us that her Majesty's justices "assigned to hold place before the Queen herself" are amongst the most excellent of judges. It will be in the recollection of most of our readers, that some two years ago a fugitive slave, named Anderson, who had escaped into Canada, and had, in effecting his escape, killed an American who endeavoured to re-capture him, was accused of murder at the instance of the authorities of the State of Missouri, and arrested in Canada on this charge. A writ of *habeas corpus* having been applied for and obtained from the Court of Queen's Bench of Upper Canada, that Court held the return to the writ sufficient, and remanded Anderson to prison, pending an application for his extradition under the treaty between this country and the United States. Another writ was thereupon moved for in the Court of Common Pleas of Upper Canada, and that Court differed from the Court of Queen's Bench, and directed the discharge of the prisoner. In the meantime, however, a similar application was made to the Court of Queen's Bench here, and that court, after taking time to consider, actually directed the writ to issue. We will not stop to inquire what might have been the consequence of this

decision had the writ ever actually left this country; whether the Canadian authorities would have simply treated it with contempt, or whether, following the example set by the Irish Court of Exchequer Chamber in *Lord Ward's case*, they would have imprisoned the messenger for venturing on such an errand within their jurisdiction; whether the strong loyal feeling of the colonists would have induced them to leave to the courts the duty of maintaining their own local supremacy, or whether, as would have assuredly been the case some years ago, such an attempted exercise of authority would have been the signal for armed and riotous resistance. The discharge of the prisoner by the colonial court saved us from the former difficulty, and the prompt and graceful action of the Legislature, forbidding the issue of such writs without making any declaration on the question of right (25 & 26 Vict. c. 20), came in time to allay the soreness and wounded pride which the news of the decision of the Court had excited in the colony.

One might have thought that so decided an expression of the opinion of Parliament would have acted as some sort of guide to the exercise of the discretion of the Court on similar occasions, and led the judges to hesitate before exercising such jurisdiction, supposing them to possess it; their Lordships, however, appear to be of a different opinion, only this time they have selected a weak dependency not likely to be recalcitrant, and whose institutions are not such as to enlist any strong public sympathy to protect them from invasion.

Whether the House of Keys of the Isle of Man does or not possess the power of committal for contempt may, perhaps, be fairly subject of doubt; but that the Court of Queen's Bench does not sit to review their decisions, and has no more right to examine the legality of their decrees than it has to interfere with the orders of the Corps Legislatif or the Holstein Estates, does not appear to us to admit of any doubt whatever. It may, indeed, be gravely doubted whether the king of England, as feudal suzerain of Man, has any jurisdiction at all over a question arising between two Manx-men, and whether the Duke of Athole, as "King in Man," is not the proper person to exercise such a prerogative; but even conceding the right to the Court, the exercise of that right is clearly opposed at once to the equity of the Act of Parliament above cited, and to the freedom of constitutional government in the Isle of Man.

The Court fortifies itself by the precedent of the writ to Jersey, to which, however, no return seems ever to have been made; but even if the Channel islands then submitted, as the American colonies more than once submitted, to an arbitrary, even if not illegal, stretch of authority on the part of the courts at Westminster, that can scarcely be pleaded as a justification of the proceeding, still less as a precedent authorising its recurrence.

THE SAME LEARNED JUDGES have also decided that the Courts of this country have jurisdiction to try the person accused of piracy, committed on the high seas on board an American ship; and that these persons ought not, therefore, to be delivered over to the American authorities under the Extradition Treaty; and they have, therefore, issued a writ of *habeas corpus* in this case also. As the main question involved in this case has yet to be determined on the argument which will take place next term on the return to this writ, we defer any further remarks which we may have to offer upon this subject.

THERE SEEMS TO BE A CURIOUS NATURAL PROCESS whereby a man comes to regard that as trivial to which he frequently sees other persons exposed, although others, not accustomed to the sight, take a very different view of it; just as the cooks, *not the eels*, get used to the skinning process. The excellent magistrate who presides over the Southwark Police Court, seems to be no exception to this rule.

We extract the following report from the *Times* of May 10.

Mr. Henry Hugh Hallett, a solicitor, of Lincoln's-inn and Godalming, was summoned by the London and South-Western Railway Company for unlawfully travelling on their railway, and refusing to pay his fare.

Mr. *Lilley* appeared for the company, and Mr. *Orridge* for the defence.

Charles Cook, a ticket collector in the employ of the company, said that at ten o'clock on the morning of Saturday, the 30th ult., he assisted in collecting the tickets of a train coming from Godalming. The defendant was in a first-class carriage, and when he asked for his ticket he said he had none; it was with Mr. Morgan, the treasurer of the company. Witness told him he knew nothing about it, and he must pay the fare. He refused to do so, or to give his name and address. On the arrival of the train inside the Waterloo Station witness called the attention of an inspector, and as defendant was leaving the station he went up to him again and demanded his fare, or his name and address, all of which he refused to give.

In answer to Mr. *Orridge*, witness said that he did not know then that Mr. Hallett was the holder of a season ticket dated from the 31st of October to the 30th of April exclusive. He now was aware of that.

Some letters were here put in, showing that the defendant inclosed his old season ticket to the treasurer with his cheque for a new one on the same day.

Mr. *Crombie*, the solicitor to the company, admitted their being received, but the treasurer did not get them until after the arrival of that train.

After hearing further evidence,

Mr. BURCHAM dismissed the summons, with costs, and expressed his surprise that the company should have proceeded against Mr. Hallett under the circumstances.

Mr. Hallett was next charged with assaulting Charles Cook, the ticket collector, in the execution of his duty.

This arose out of the former case, and when the collector demanded the defendant's name and address at the Waterloo station, Mr. Hallett poked him with his stick.

Mr. BURCHAM was of opinion that an assault had been committed, but a very mild one indeed, committed under the excitement of the moment, and with no intention to do injury. Under those circumstances, he should impose a small fine of 10s., and costs.

The money was immediately paid.

Mr. Burcham may perhaps think a fine of ten shillings and costs a "small" penalty for a technical assault committed in resisting an attempted imposition, but we should have thought the justice of this case much more fairly met had Mr. Hallett been fined a farthing, and no order made as to the costs; the offence was of the most technical kind, and we cannot but think the conduct of the company deserving of much worse consequences than they met with at the hands of the worthy magistrate.

THE QUESTION raised in our last week's impression by our correspondent "A Subscriber," has received an authoritative solution from the highest quarter. The publisher of this Journal, anxious that no doubt should exist on a question apparently at least affecting his *bona fides*, applied to the Lord Chancellor himself upon the point, and has received from his Lordship's secretary the following reply, which, to avoid any risk of "error," we publish *in extenso*.

House of Lords.

Sir,—I am directed by the Lord Chancellor to acknowledge the receipt of your letter of the 2nd instant, and, in reply, to inform you that the article alluded to by him in his speech in the House of Lords on the Land Transfer Act, was a very able article which appeared in the *Solicitors' Journal* in November, 1862.

I am desired to add that, if the writer of that article has any suggestions to offer on the subject of an improved mode of remunerating solicitors, the Lord Chancellor would be happy to hear from him on the subject.

I am, sir, your obedient servant,

P. H. PEPYS.

To the Publisher of the *Solicitors' Journal*.

WE ARE GIVEN TO UNDERSTAND that, a few days since, an eminent Q.C. received a letter from Mr. Edwin James, late Q.C., and M.P. for Marylebone, in which he stated that he was all but destitute in New York, without the slightest prospect of retrieving his position or

earning a livelihood by his profession. It is well known to our readers that Mr James was elected a member of the New York bar, on representations which were, and which have since been satisfactorily proved to be, false, and it seems that, on the facts connected with his case having come to the knowledge of the leaders of the bar, it was determined to "out" him, which has been done.

CONTRACTS WITH PROMOTERS OF RAILWAY COMPANIES.

In these railway days, when our houses and lands are at any time liable to be converted into cuttings or embankments, the public, and particularly the advisers of landowners, cannot be too frequently warned of the various snares and pitfalls which beset dealings with companies and the promoters of companies. It is now pretty generally understood that neither the high personal character of the directors nor the risk of being called hard names by a newspaper or a judge will prevent a public company breaking its word and repudiating its engagements where the law leaves evasion possible. "Solicitors," said Vice-Chancellor Wood, in his judgment in *The Leominster Canal Navigation Company* v. *Shrewsbury and Hereford Railway Company*, 3 K. & J. 654: 5 W. R. 868, "who act for railway companies must feel themselves in a painful position when their clients are disposed to depart from their agreement, although the solicitors on the other side may be, in some degree, to blame for not having taken the precaution which experience has proved to be indispensable, of placing no reliance on good faith or common honesty, but insisting, in every case, upon an agreement in strict form of law."

Suppose such a case as the following:—A landowner, whose estates are proposed to be cut to pieces by a projected railway, opposes the railway bill in Parliament with every prospect of success. After much trouble and expense, he receives an offer from the promoters of the company to the effect that in case he will withdraw his opposition, the company, on obtaining its Act, and before his land is taken, will give him a large sum for his courtesy and for "residential damage" to his estate, besides taking his land at a price to be assessed according to the Act. The offer is a good one, and the solicitor of the landowner draws up, and the chairman or intended chairman of the proposed company signs, an agreement embodying the terms of the arrangement. The bill becomes law, and the company is incorporated. The agreement is forthwith repudiated by the company, who neglect and refuse to pay the stipulated price. The landowner, who has been cajoled into assenting to the destruction of his estate, finds too late that he is utterly without remedy, and liable to be dealt with under the compulsory clauses of the Lands Clauses Act, and he not unnaturally blames his solicitor for having allowed his only available defence against railway invasion to slip away unused. The case thus indicated is by no means imaginary, or even uncommon. In *Williams* v. *The St. George's Harbour Company*, 24 Beav. 343: 5 W. R. 725, a landowner thus circumstanced applied for an injunction to stop the progress of the works until payment in accordance with the agreement. The Master of the Rolls refused the motion, and said, "Here is an agreement made by a landowner to abandon his opposition to a bill in Parliament, and take a certain sum of money independent and distinct from the price of the land taken, and (*for?*) the consequential damage attendant on its being taken in case the bill passed. The question is, were these persons" (*i.e.*, the persons signing the agreement on behalf of the company) "the agents of the company. That they considered they were acting on behalf of the company, or rather on behalf of the promoters of the company, and for the purposes and object of the company, I do not doubt; but unless the company afterwards adopted the arrangement and sanctioned it, or unless some clause were introduced into the Act," his Honour thought the agreement not binding on the company. On appeal (2 De G. & J. 547: 6 W. R. 609) this judgment was reversed, but on the ground that the company had adopted the contract of its promoters.

This is one of the most recent of a line of decisions (which will be found collected in the case) on the non-liability of companies for the acts of their promoters. It is certainly difficult to rest satisfied with the result, or to admit the inapplicability of Lord Cottenham's reasoning in his judgment in the case of *Edwards* v. *The Grand Junction Railway Company*, 1 My. & C. 650 (affirming s. c., 7 Sim. 337). The Vice-Chancellor of England and Lord Cottenham both held that a company should not be permitted to exercise powers without performing the conditions under which the powers were originally obtained. The objection to that doctrine they thought purely technical, and applicable only to actions at law. Companies were in equity affected by equities, whether created by contract or otherwise, affecting those "to whose position they succeed, and affecting rights and property over which they claim to exercise control." These decisions have indeed never been overruled, but the principle on which they turn has not been extended to a class of cases which seem to us fairly within its province. For instance, in *Preston* v. *The Manchester and Liverpool Railway Company*, 5 Ho. of Lds. Cas. 605: 4 W. R. 383, and the cases which have followed that decision, companies have been released from the engagement of their promoters, on the ground that if it were otherwise, a company would, when incorporated, be bound by contracts unknown both to the Legislature when the powers of the special Act were granted, and to the shareholders subscribing their money after the Act was passed.

Mr. Yool, in his recent essay on waste, nuisance, and trespass, touching on this subject, says that the doctrine laid down by Lord Cottenham in the case of *Edwards* v. *The Grand Junction Railway Company*, "does not apply, according to the House of Lords' decisions, unless—1. The company has taken the benefit of the agreement; 2. The agreement is for something warranted by the terms of the incorporation." It is to be observed, however, that in *Preston* v. *The Manchester and Liverpool Railway Company*, the company had the benefit of the withdrawal of the plaintiff's opposition in Parliament, and although, no doubt, it is *ultra vires* for a railway company to give a person a sum of money for not opposing the bill, yet Lord Cranworth, in advising the House in that case, stated that he entirely excluded that question from his consideration. The rule to be deduced from the cases seems accurately laid down by Mr. Lindley (1 Lind. Part. 319), "that a company is not liable for the acts and engagements of its promoters, unless it is made so by its charter, Act of Parliament, or deed of settlement, or unless it has become so by what it has done since its formation."

Whether this doctrine will be maintained in all its severity may possibly be doubted. In the case already cited, of *Williams* v. *The St. George's Harbour Company*, the Lord Justice Turner asked, apparently expecting a negative answer, "Did the House of Lords call in question the principle that if the lands were taken, they must be taken on the terms of the contract?" But one of the terms of the contract in that case was that the sum of £2,000 should be paid to the landowner "as for consequential damage to his Marle estate," which payment the Master of the Rolls thought the Court would not enforce. The observations also of the Lord Justice Knight Bruce, at the commencement of his judgment, seem also to favour the idea that the agreement was binding upon the company, independently of any act done by them subsequently to their incorporation.

It is but poor comfort for the landowner to find that if the agreement does not bind the company neither does it bind him. This will usually be the case, since giving the usual notice under the Lands Clauses Act (by which means only the land can be taken *ultra* the

agreement), is a waiver by the company of any previous contract: *Bedford and Cambridge Railway Company* v. *Stanley*, 2 J. & H. 746: 11 W. R. 139. But the difficulty is, that the landowner has already performed his part by withdrawing his opposition. All that is waived is the payment by the company.

The equitable ground on which these decisions are supposed to rest (as opposed to the purely legal questions arising on the law of contracts), is, that it is not right that the action of the Legislature should be made a matter of bargain and sale behind its back; but those who advance this proposition seem to forget that a railway bill is, as between landowner and company, a conveyance merely, and, therefore, that the terms on which such conveyances may be obtained are fair matter for bargain between vendor and purchaser. The case resolves itself but too often into but another phase of the question which so often occupies the attention of courts of equity, which of two innocent parties must suffer for the fraud of a third; and it is for the Court to determine, on broad principles, whether it is better that shareholders should suffer by being held liable to the terms of secret bargains made by the promoters of the railway, which was the danger that struck Lord Cranworth; or that landowners should be defrauded of the rights for which they contracted, and for which they had given value to the company, which Lord Cottenham feared; but, at all events, the lesson to be learnt by landowners and their advisers is clear. Never trust the future company, and, in case your client's contract is not expressly incorporated in the Act (which it can seldom be), insist on a personal remedy by covenant, promissory note, or otherwise, against the individual promoters, and take care that they are solvent men and *bonâ fide* interested in the company. By this course, all difficulty will usually be saved; the company will probably indemnify their promoters, though they would not regard the landowners, thereby affording another illustration of the proverb that honour is often found among persons, *inter se*, which is not shown in their dealings with third parties.

CAPITAL PUNISHMENT.

The arguments ordinarily used by those who advocate the abolition of capital punishment in this country were recapitulated last week in the debate on that subject which took place in the House of Commons. Many of these arguments consist of such sentimental considerations as will always be liable to disturb the administration of the law. In the most ordinary criminal cases, advocates make frequent use of the appeal "*ad misericordiam*," and in those of infanticide, it is notorious that many an unfortunate female escapes the punishment due to her crime, through the human, not to say humane, feelings of the jury. On this question of frequent acquittals, we find Mr. Denman, who takes the year 1852 as fair for illustration, saying, that in that year eighty-one persons were committed for murder. "In the case of eight of these the grand jury ignored the bill, five were acquitted on the ground of insanity at the time of committing the offence; six on the ground of insanity at the time of trial; sixteen were convicted; and no less than forty-six were acquitted on trial." Are not, say we, all these facts capable of being used to illustrate a very different line of reasoning? Are they not a striking instance of the great efficiency and security of trial by jury, and do they not rather show that those who do suffer capital punishment have previously undergone a patient trial, and that in finding the guilty many are acquitted (besides those who were originally committed on insufficient evidence) in order to give them the benefit of a doubt? A verdict of guilty is a serious decision, and not lightly to be arrived at, even on the clearest evidence, and it is only natural and proper that juries should hesitate in presence of the horror excited by the idea of sending a fellow creature to death. Respecting the increase of the number of executions in recent years, not one of the speakers who advocates the abolition of the punishment of death, appears to take into account the increase of the population of this country.

When we observe the extent to which our population has increased during the last quarter of a century, and at the same time find that the crime of murder has not increased, it appears to us to be rather a subject of self congratulation that the law is so efficient, rather than a proof that the punishment of death does not deter from the crime of murder. The demoralizing influence of public executions is held up to execration by those who advocate the execution of the murderer within the prison walls, as well as by those who advocate the total abolition of capital punishment, but we do not think that the outward demeanour of the class who are in the habit of witnessing executions is any index of the inward influence which the sight has upon their minds. The depraved, who would naturally, in the presence of their depraved companions, assume a light and gay demeanour, will in all probability, when alone, contemplate with horror the possibility of themselves being overtaken by the offended arm of the law.

Let us suppose that the scaffold and the gallows were abolished to-morrow, how are we to be satisfied that the crime of murder will in consequence decrease? The common sense assumption is, that a chartered immunity from the punishment of death would greatly increase the tendency to that crime. What, then, is the description of punishment that will deter from murder? Solitary confinement with hard labour is probably the worst form of secondary punishment, but that has been found to drive prisoners mad, and we should be acting more unmercifully than at present were we to adopt that form of penalty. The lingering death in life of the maniac in the loathsome dungeon to be found in some of the countries of Europe is revolting to our English feelings. The lesser punishment of imprisonment for life without the solitary confinement is already awarded by our penal statutes to lesser crimes. How then are we to invent, or where are we to find, such a penalty as will have the effect of punishing the criminal himself, while exhibiting an example to others? The Royal Commission, which is about to be appointed in accordance with the wishes of a very large section of the community, will have this question prominently before them. What is the secondary punishment most effectual as against the criminal, and most compatible with security of life to the remainder of society? Some years have passed since the agitation commenced, which has now culminated in this decision of the House of Commons, to address her Majesty a prayer "that she will be graciously pleased to issue a Royal Commission to inquire into the provisions and operation of the law under which the punishment of death is inflicted, and the manner in which it has been executed in the United Kingdom, and to report whether it is desirable to make any alteration therein," and it is only due to the exertions of a numerous body that the subject should be well ventilated. Although the majority of thinking individuals would probably rejoice that the punishment of death should be abolished, yet we are, nevertheless, inclined to think that if the adult population were polled, their vote would be against the abolition of capital punishment for murder, partly because such punishment is generally held to be consistent with the laws of our Maker, and partly because no sufficient substitute can be found in the second degree. On this subject we cannot do better than quote a few words from the speech of Sir George Grey, who, of all men, has perhaps at present the most extensive personal experience on the subject. Speaking of capital punishment he says,—

I believe that by its abolition you would remove a security which now fences round human life. I believe that it would not only tend to increase the number of murders in the first instance, but that it would do so permanently, because the deterring effect which capital punishment now has would be lost. The report of the Lords' Committee, referred

to by my hon. friend the member for Dumfries, deserves the careful consideration of hon. members. To my mind the evidence fully bears out the opinion which in one sentence of that report is expressed by the committee. They say, — "Respecting the expediency of abolishing capital punishment the committee found scarcely any difference of opinion. Almost all witnesses and all authorities agree in opinion that for offences of the gravest kind the punishment of death ought to be retained." I am satisfied that there is no punishment so much dreaded; and whatever arguments to the contrary may be derived from statistics, I am afraid that they form rather an unsafe guide on this matter. Common sense tells us that capital punishment is looked upon with horror and dread; and no one can doubt that who has filled the office I have now the honour to hold, and who knows how constantly efforts are made to obtain a commutation of the sentence, and how the most severe secondary punishment is gratefully received as a great benefit when substituted for the extreme penalty. The deterring effect of punishment is not to be measured merely by its influence on men who are hardened in crime, who are actuated by evil passions, and who, from a total absence of all principle, are almost reckless of the consequences which they entail on themselves, the deterring effect on the great mass of the population who do not belong to the criminal class must also be considered. The truth is, that the saving the life of a criminal may, in certain cases, involve the sacrifice of an innocent person. That is, in my opinion, the only ground on which capital punishment can be maintained; and I believe it to be sufficient. If you can show me a punishment of the secondary kind which has the same effect in deterring from the perpetration of murder, I will adopt it, but till convinced that a substitute can be found, I cannot consent to the total abolition of death penalties in all cases.

REAL PROPERTY LAW.

Destruction of Property after Contract.

Poole v. *Adams*, V.C.K., 12 W. R. 683.

The doctrine that the buyer becomes equitable owner of the property from the time of the contract for sale is seldom acted upon, or conceived, to its full extent, where the subject is perishable. Real property is perishable in certain respects, either naturally, as in the case of houses or buildings, by fire, or in virtue of estate, where the enjoyment is determinable by death or other event. Whether the length of negociation and the uncertainty of title, which have lately been so much talked of, and are, with more or less justice, expected by the buyer to intervene between the contract and the completion, cause him to lapse into a state of indifference for some months after the excitement of the purchase, or the cause be that reliance is placed in the seller's prudence, the fact is, that rarely does the buyer show that he is alive to his liability to a possible loss of his purchase. On the execution of the contract, he does not think of insuring either the houses or the lives on the duration of which his enjoyment of any fruit from his purchase-money depends. The houses may be burnt and the lives may drop, but, nevertheless, he may be called upon to pay the money. Indeed, in the beginning of the last century, the doctrine now established was not fully recognised even by the Court. Thus, in the case of the sale of a church lease, in 1702 (*White* v. *Nutts*, 1 P. Wms. 61), the Lord Keeper, Sir Nathan Wright, seemed to think that if all the lives in the lease had dropped before the execution of the conveyance, it might have been a consideration whether the loss should have been borne by the purchaser; for the money was to be paid upon the conveyance, and, no estate being left, there could be no conveyance. Likewise, in 1725, Sir Joseph Jekyll, illustrating, in *Stent* v. *Bailis*, 2 P. Wms. 220, the proposition that it was against natural justice that anyone should pay for a bargain which he would not have, said, "If I should buy a house, and, before such time as, by the articles, I am to pay for the same, the house be burnt down by the casualty of fire, I shall not, in equity, be bound to pay for the house." This view, having regard to the time appointed for completion rather than to the date of the contract, regulated the equities of the parties by the actual, and not by the constructive, conversion resulting from a sale. But, in the case first above referred to, where, in fact, only one of the lives in the lease dropped, the Lord Keeper held that the loss ought to be borne by the purchaser, just as the purchaser of a reversion "upon two lives" would have the benefit if one dropped, "and in each case, in equity the estate is as conveyed from the time of the articles sealed." The ground of the distinction between all and some only of the lives dropping was, probably, that in the former event, since there could not be any actual conveyance of the lease or of the reversion, as a reversion, equity would not raise a constructive conveyance. Earlier (1685), in Scotland, the purchaser's liability was held to attach by reason of the infeftment having been made to him. A house bought having been burnt, and the purchaser having been enfeoffed and had the keys offered to him, the Lords held that, although there was a part of the price unpaid, the accidental loss must fall on him: *Aitchison* v. *Dickson*, Decis. of Sess. 65. The rule of the civil law is thus stated in Colquhoun's Summary, s. 1649:—"If the object, after bargain, perish *per casum*, in possession of the vendor, the purchaser must still perform his part of the contract, provided the loss arise not out of an old defect." This rule is stated in relation to goods, and assumes that the bargain is perfect—that is, does not depend upon any condition, or upon weighing, measuring, or counting.

In our own law it was not until the time of Lord Eldon that the purchaser's liability, when he has become owner by the contract, was rendered clear. A contract for the purchase of houses was made on the 1st of September, to be completed at Michaelmas; the treaty continued through October, to the 16th or 17th of December; on the 18th the houses were burnt down, the insurance having been suffered to expire at Michaelmas. The facts of the insurance, its expiration, and the consequently uncovered state of the property, were not disclosed to the purchaser. Lord Eldon held that, as to the mere effect of the accident itself, no solid objection could be founded on that simply. If the party, by the contract, had become in equity the owner, they were his to all intents and purposes. They were vendible as his, chargeable as his, capable of being incumbered as his; they might be devised as his; they might be assets; and they would descend to his heir. As to the non-communication, it did not form an objection; the Court did not warrant to every buyer of a house that the house was insured. The house was bought, not the benefit of any existing policy. The question whether insured or not was with the vendor solely, not with the vendee, unless the vendee made it a matter of contract with the vendor, that the vendee should buy according to that fact, that the house was insured: *Paine* v. *Meller*, 6 Ves. 349. We have had experience of an insurance being dropped, without notice to the purchaser, after the title has been accepted, or has ceased to present any difficulty, and believe that this reference to what may be regarded as the leading case on the subject will serve as a wholesome caution to purchasers and their solicitors. Sometimes, where the subject is a life estate in houses, the purchaser lies under the double risk of fire and death, and disregards it until the purchase is actually completed, expecting, although without good reason, in the absence of a special agreement, to be able to take advantage of existing policies.

While such is the general rule of the purchaser's liability on destruction of the property by fire, and such, accordingly, his business to insure, a distinction may be taken between cases where the question of fire is a matter merely affecting the subject-matter of the purchase, and cases where insurance forms part of the title. Thus, in *Palmer* v. *Goren*, 4 W. R. 688, a purchaser moved, before Vice-Chancellor Kindersley, to be discharged from his purchase under the following circumstances:—In August, 1853, under a decree in the suit, a leasehold house was sold. The purchase was to be completed on

the 25th of December, and receipt of rent up to that time was to be conclusive evidence of fulfilment of the covenants. An appointment, which had been directed, of new trustees of the property, was not made, and, consequently, there was no person competent to assign. Pursuant to a covenant in the lease, the vendor had insured up to the 25th December, after which time he failed to keep up the policy. The Vice-Chancellor thought the purchaser ought to be discharged. The landlord might have entered for forfeiture. When a vendor contracted to perform his agreement in a certain time, and not on condition to complete actually at that time, he was bound to keep the title unimpeachable until the purchase was completed, unless the delay was clearly attributable to the purchaser; and it was the vendor's duty so to act as that nothing done by him caused a forfeiture of the lease. In a similar case, in 1859, where a vendor, expecting completion on the day mentioned in the contract, inasmuch as time was stipulated to be of its essence, renewed the policy for one month only, which would expire after the day appointed for completion, but which, in fact, left an interval of a month between that day and the day finally fixed for completion: the purchaser, on the latter day, discovering this interval, refused to complete. He had accepted the title before the day originally appointed. The vendor effected a new insurance, and procured from the landlord a waiver of the forfeiture, and, on the purchaser's continued refusal, filed a bill for specific performance. One of the conditions of sale was, that the vendor should clear all outgoings up to the day originally fixed for completion. In that case the same Vice-Chancellor held that, if the question had merely been one of the expense of the premiums for renewing the policy on its expiration, he should not hesitate to decide it against the purchaser. Then, was it the duty of the vendor to warn the purchaser of the expiration? The Vice-Chancellor did not think that it could be laid down as a general proposition that the omission to give the information, followed by a forfeiture (if it had been so), was of itself sufficient to avoid the contract. The purchaser knew of the covenant. Having accepted the title, he knew that, at least from the day originally fixed, the property was at his risk. Was it not extreme negligence on his part to make no inquiry? But there were special circumstances as a reason why there ought not to be a decree for specific performance. The vendors might not be bound to renew for a year, but, if they thought fit to run the matter so fine as to cause risk to the purchaser, they must not be surprised if a court of equity would not assist them: *Dowson* v. *Solomon*, 1 Dr. & Sm. 1. More than once in his judgment the Vice-Chancellor spoke of the absence of authority, the case of *Palmer* v. *Goren* not having been cited. The reader may, we submit, contrast the views taken in the two cases as to the purchaser's right to relief from his contract, in respect of the vendor's duty to preserve a lease from forfeiture.

The property in the principal case was a house devised in trust for sale, and the question turned upon the purchaser's right to money paid by an insurance office, in respect of the destruction of the house, which was burnt down between the signing of the contract and completion. The trustee for sale received the whole of the insurance money, without the purchaser's privity, and without communicating to the office that a sale had taken place. The purchaser claimed the money from the trustee, and it was arranged between them that the purchaser should pay to him the value of the old materials, and be allowed the difference between that value and the insurance money, in part payment of his purchase-money. The purchase was completed on these terms. On a suit instituted for execution of the trust, the Vice-Chancellor said he would have been glad to absolve the purchaser, if possible, from liability in respect of this money allowed to him by the trustee, but it seemed to be well settled that after a binding contract for sale, the property was at the sole risk of the purchaser, who must bear all losses by fire or other accident. There was no provision in the contract that the purchaser should have the benefit of the insurance. Whatever the rule might be as to specific performance where the property was burnt down, the contract remained good at law. The parties must be left to their strict rights, and the purchaser could not be permitted to treat the allowance of the insurance-money as part payment of the purchase-money.

We are the more desirous of drawing the attention of the profession to the points here referred to, as they are of frequent occurrence in practice, and are not specially provided for in the forms of conditions of sale in the ordinary precedent books.

COURTS.

HOUSE OF LORDS.

(Before the Lord Chancellor, Lord Wensleydale, and Lord Chelmsford).

May 6.—*Gipps* v. *Gipps and Hume*.—This was an appeal from a decree of the Judge-Ordinary of the Court for Divorce and Matrimonial Causes, reported 11 W. R. 402, whereby he dismissed the petition of the appellant for a decree to dissolve his marriage with the respondent, Helen Etough Gipps, by reason of her alleged adultery with the co-respondent, William Wentworth Fitzwilliam Hume.

The facts of the case will be found sufficiently stated in the report.

Sir Hugh Cairns, Q.C., Dr. *Spinks*, D.C.L., and Mr. *Hannen*, appeared for the appellant. The respondent did not appear.

During the course of the arguments,

Sir H. Cairns referred to the 33rd section of the Act to Amend the Procedure of the Court for Divorce and Matrimonial Causes, which allowed a proceeding to be brought simply to recover damages, and not for a divorce. In the present case, the appellant had accepted a sum of money simply to prevent the publicity of continuing the proceedings.

Lord Chelmsford said that that section certainly took him by surprise. The popular notion was, that an action for criminal conversation had been done away with, yet it was retained by this section in full force.

The Lord Chancellor said, surely something else was intended than simply to preserve the old form of action. He could conceive a case where the petitioner, having obtained a divorce without having been able to ascertain the names of the adulterers, and, having subsequently discovered who they were, was allowed to institute a suit for damages only.

Sir H. Cairns could perceive nothing worse in the present case than the custom frequently adopted under the old statute, where a husband, having a right to an action for criminal conversation, the adultery being clear, accepted a sum of money not to bring the action, and then, subsequently, proceeded for and obtained a divorce.

Lord Wensleydale said the question would be whether the arrangement in this case gave future license from the husband to the adulterer to have intercourse with his wife.

At the conclusion of the arguments,

The Lord Chancellor said that, owing to the important consequences that might arise from their decision in this case, the House would take time to consider before delivering their judgment.

Further consideration adjourned, *sine die*, accordingly.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before the Lord Chief Justice, and Justices Blackburn and Shee).

May 5.—*In re Sharp*.—This case raised an awkward point under that clause in the Divorce Act which provides that a wife, deserted by her husband, may apply to a police-magistrate for an order for protection. The clause also provides that "it shall be lawful for the husband to apply to the Court, or to the magistrate by whom the order was made for the discharge thereof." The question now arose to whom this application is to be made, if the magistrate who made the order has died. In the present instance the late Mr. Paynter, in 1858, had made an order for protection of the present applicant's wife, and, according to his statement, he had not heard of it until last year, when he applied at the same Police-court to have the order rescinded. The sitting magistrate, however, declined to interfere, as Mr. Paynter, who made the order, was dead. The Judge-Ordinary of the Divorce Court and the magistrates at

the Police-court had both declined to interfere, and referred the applicant to this court.

Mr. *Pearce*, on the part of the husband, had obtained a rule for a *mandamus* to the magistrates to compel them to hear the application and adjudicate upon it.

Mr. *Prentice* showed cause, contending that the terms of the statute were imperative, and required that the application to rescind the order should be to the magistrate who made it; and

The COURT were clearly of that opinion, observing that in this respect there was a distinction drawn between the "court" and the magistrate. They therefore discharged the rule, and the applicant is left without remedy, so that it should seem there is a *casus omissus* in the Act.

—— *Ex parte Simanki (Clerk), in the matter of an appeal to the Archbishop of Canterbury.*—This case raised some most important questions as to the jurisdiction of the bishops and archbishops of the Church of England over the licensed curates under the provisions of 1 & 2 Vict. c. 106, s. 98, and 7 & 8 Vict. c. 59, s. 2, in case of misconduct which may amount to misdemeanour or felony. The present applicant, Mr. Simanki, who was described as "a foreign Israelite," is in deacon's orders, and in 1860 had been appointed by the rector parish clerk of the parish of St. George-the-Martyr, Southwark. He filled that office from 1860 down to April, 1863. Part of his duty was to receive the surplice fees and fees for baptisms, churchings, &c., and to hand them over. In April, 1863, one of his fellow curates made a complaint to the bishop of the diocese (Winchester), in effect charging him with not having duly accounted for the moneys thus received by him for fees. The matter was then referred to a rural dean for investigation, and the questions were gone into. In consequence of the return made by the rural dean, as the result of this investigation, the bishop had revoked Mr. Simanki's licence. He then appealed to the archbishop, who thereupon applied to the bishop for the grounds of his decision, and the bishop returned to his grace the matters of fact which had been returned to him by the rural dean, without stating any formal charges. The archbishop then sat to hear the appeal, with the Dean of the Arches (Dr. Lushington) and Dr. Travers Twiss as his assessors. The appellant, who was represented by counsel, was called upon to support his appeal, and his counsel (Mr. Fitzjames Stephens) objected that upon the facts, as returned, it appeared that the charge was one of embezzlement, and so one of felony, which it was not competent to an ecclesiastical court to try. The Dean of the Arches, in giving judgment on the objection, observed that it was difficult to ascertain distinctly what precise charges had been made or determined upon, but that it did not appear that the bishop had proceeded upon a charge of felony, and that therefore this charge could not now be proceeded upon; but that there might have been grounds for a charge of such carelessness in keeping the accounts as would justify the removal, and that this charge must be gone into, and that the applicant, the appellant, must be prepared to support his appeal on that ground. His counsel asked and obtained an adjournment until Saturday for that purpose; and now

Mr. *Fitzjames Stephen* moved on his behalf for a prohibition to the archbishop and his assessors, restraining them from any further proceeding in the matter of the appeal. He contended that an ecclesiastical tribunal could not entertain a charge of felony.

Mr. Justice BLACKBURN.—So that, although the curate or the clerk may be clearly proved to have committed a felony, it is not "reasonable cause" for the bishop to remove him?

Mr. *Stephen*.—Certainly not.

Mr. Justice BLACKBURN.—Although, if he were proved guilty of any petty offence, it would be good cause for removal?

Mr. *Stephen* said he so contended. The Ecclesiastical Court could not inquire into felony.

Mr. Justice BLACKBURN.—Then, if the clerk takes care to commit criminal offences, he is sure of retaining his office; but if he commits only trivial violations of morality, he may be in peril?

Mr. *Stephen* said the apparent anomaly was owing to the principle of our law; that the Ecclesiastical Courts could not take cognizance of crimes.

Mr. Justice BLACKBURN.—Not as courts for the purpose of conviction of the crimes, but collaterally and incidentally as grounds of removal.

The LORD CHIEF JUSTICE.—And by virtue of a special statutable power, conferred upon the bishop expressly by Act of Parliament, for the sake of good discipline among the clergy.

After some further discussion, the learned judges took some time for consideration, and then gave judgment *seriatim* against the application for a prohibition, upon the ground that there was no evidence that the bishop had decided on the ground of criminality, or that the archbishop had held that he had done so. The bishop might have deemed the criminal charge not sustained, and proceeded upon the minor charge of irregularity. Into that matter he would have had, it was admitted, full right to enter, and hold that there was good cause for removal.

Rule refused.

May 6.—*In the matter of Fitch, an Attorney.*—This was an application to strike off the rolls of this court the name of William Charles Fitch, an attorney. The application had been made on the ground of misconduct, and the matter had been referred to Master Brewer to inquire into. He now read his report, the effect of which was, that a person named Wood had deposited with one George Fitch, the father of the attorney implicated (himself also an attorney), several boxes, supposed to be of plate, as security for a loan of money. There was then a negotiation by the elder Fitch for a loan of money to Wood on the same security, in order to repay his loan. The boxes, however, having been opened meanwhile, were found to contain only a quantity of rubbish, with one or two articles of plate of trivial value. The father and son were both aware of this, and, nevertheless, the son, William Charles Fitch, made an appointment with the intended lender, and represented to him that the boxes contained plate to the value of the amount to be lent, and thus obtained from him a loan to that amount for and on behalf of his father. The master reported that a fraudulent deception had been committed to which both father and son had been parties, for the purpose of obtaining a loan to the father, and that he had no doubt that the son, who was only twenty-two years of age and recently admitted, had been induced by the father to take part in the transaction. In the course of the inquiry the money had been repaid, and, the younger Fitch, being called upon for explanation, merely stated that he thought it was no part of his duty to tell the lender of his discovery, and that he had no other explanation to offer.

Mr. *Lush*, Q.C., who appeared on the part of the son (there being no application against the father), urged his youth, and that he had acted under his father's influence, and was his father's agent, and that the lender was not his client.

Mr. *M. Smith*, Q.C., who (with Mr. *Bridge*) appeared for the applicant, simply left the matter in the hands of the Court.

The LORD CHIEF JUSTICE, after consultation with his colleagues on the bench, said the offence which the attorney had committed was, no doubt, very grave, and morally, if not legally, amounted to obtaining money under false pretences. The Court had gravely considered whether he ought not to be struck off the rolls; but, in consideration of his youth, and the fact that he had acted under his father's influence, they only sentenced him to suspension for three years.

BAIL COURT.

(Before Justices CROMPTON and MELLOR).

May 5.—*The Queen* v. *Brickard*.—Mr. *Cole* showed cause against a rule which had been obtained for a *certiorari* to bring up a conviction to be quashed. The defendant was summoned before the justices of the borough of Shaftesbury for assaulting a constable in the execution of his duty. The justices, having heard the evidence, said, "We dismiss the summons for assaulting the constable in the execution of his duty, but we convict you of an assault, and fine you 5s." He submitted that this was a good conviction, and that the only error was in the justices making the observation; for he submitted that the justices had power to convict of the common assault, and further that the words "in the execution of his duty," were mere surplusage.

Mr. *Saunders* contended that this was a summons under the Municipal Corporation Act, and that the justices under that Act had no power to convict of a common assault under that statute. It was one of the curiosities of legislation that for the more serious charge of assaulting a constable in the discharge of his duty, the magistrate could not imprison, but could impose a fine of £5, whereas for the minor offence, that of a common assault, the magistrate had power to imprison for six months.

The COURT thought this conviction was without jurisdiction. It was a summons under one statute, and a conviction under another. The *certiorari* must go

Rule absolute.

—— *Mullins* v. *D'Eyncourt.*—This was a rule calling upon the magistrate to show cause why he should not state a case for the opinion of this Court.

Mr. *Poland* showed cause. The case was heard on Thursday, the 31st of March. On Saturday Mullins called upon the magistrate with a written case; the magistrate asked him if he was prepared with a surety to prosecute his appeal. Mullins stated that he was not and could not be. Mullins went to the police-office on Monday, the 4th of April, and saw Mr. Barker, who refused to hear the application, as the three days had expired during which time it was necessary for the application to be made and the surety tendered, and it had been ruled that Sunday was not to be included. Under these circumstances the learned counsel submitted that the magistrate was right.

Mr. Justice MELLOR said he was clearly of opinion that when a man made an application for a case he ought at the same time to be prepared with a surety. The party was not so prepared.

Rule discharged, the magistrate to have his costs.

ARCHES COURT.

(Before Dr. LUSHINGTON.)

May 5.—*Hill and Bailey* v. *Askew.*—This case, which has been some time pending, was now brought to a conclusion. The promoters of the suit are the churchwardens of the extensive parish of Tamworth, comprising seven townships, and upwards of £2,000 ratepayers, over an extent of more than 10,000 acres. A vote for a church-rate, assessed on the basis of the poor law valuation, having been duly passed in vestry, it was opposed by the defendant on several grounds—that it was excessive; that some of the items were illegal; and further, that property had been omitted, or not properly rated.

Dr. LUSHINGTON, after stating the case, said that in all cases of church-rates there were great difficulties. In this case the parish church was a very ancient one, and the property assessed belonged to 2,400 different owners. He should not decide the case on the amount being excessive, or that some of the items were illegal. He should proceed on the important question of the assessment. The law on church-rates was of great antiquity; they existed long before poor-rates. Looking to the modern cases, all property assessable to poor-rates was assessable to church-rates, except property belonging to the church. That was no doubt true, but still poor-rates had no connection with church-rates, and it was a great mistake to found one assessment on the other; and if the poor-rate were unequal, the churchwardens must not adopt it. That was the case in the present instance. The poor-rate was twenty-five years old, and went by townships; whereas the church-rate regarded only the parish. The law on church-rates was in a very unsatisfactory state, and imposed great burthens on churchwardens, and he was bound to say that Mr. Hill had meritoriously exerted himself to discharge his onerous duties.

His Lordship pronounced against the validity of the rate.

This important decision will affect numerous cases.

ARCHBISHOP'S COURT OF CANTERBURY.

(Before his Grace the LORD PRIMATE, assisted by Lord CRANWORTH and Dr. TWISS, V.G., as assessors.

May 4.—*Jones, appellant* v. *Jelf, respondent*—Mr. *H. Jones* and Mr. *Morgan Lloyd* appeared for the appellant; Mr. *Welsby* represented Mr. Jelf, the respondent.

Both the appellant and the respondent are clergymen of the Church of England, the Rev. J. Jones being the rector of Barmouth, Brecknockshire, and the Rev. W. Jelf (of Christ Church, Oxford) being a resident in the parish. Some time since Mr. Jelf built a chapel on his own grounds, and conducted service in it for the benefit of those of the parishioners who were able to follow the English language. Between Mr. Jones and Mr. Jelf there had been much ill-feeling, and Mr. Jones protested against the continuance of the English services in the newly-erected chapel. Mr. Jelf disregarded the remonstrances of the rector, who instituted ecclesiastical proceedings against him in the Court of Arches. There the suit was brought to a close by Mr. Jelf promising not to infringe the law again. In order to meet this and similar cases the Bishop of Bangor succeeded in getting through Parliament a measure for facilitating the performance of English services in Wales, and by this Act the nomination to Mr. Jelf's chapel was placed in the hands of the rector, who was to nominate an incumbent within six months. Failing to do that, the nomination was to go to the bishop, and, failing him, it was to go to the Archbishop of Canterbury. There was an endowment of only £10 a-year for the incumbent, and the rector, after casting about in all directions, was unsuccessful in finding any one who would undertake the duties. The six months elapsed, and his nomination was lost. It now came to the bishop to nominate, and he gave the appointment to Mr. Jelf. Against that decision the rector appealed, on the ground that the Act provided that the bishop should have the concurrence of the Archbishop of Canterbury in the nomination.

Mr. *H. Jones*, counsel for the appellant, elaborately argued that point this morning, and said his grace ought, at all events, to withhold it, as there had been much ill-feeling between the parties, and the £10 was not a sufficient endowment for any one. The Bishop of Bangor had never fixed the £10 a year as a fit sum for any one but Mr. Jelf, who would very likely be well content to do the duty for 10s. a year, as he had an object to serve.

The ARCHBISHOP said it seemed to him that the appellant desired that the parishioners should secure £100 a year, and then give the rector the nomination. He did not see that the parishioners were bound to do it.

Lord CRANWORTH said it was not for the bishop, but for the requisitionists, to decide what they would give. If the inhabitants were poor, and could only raise £10, while a clergyman was willing to undertake the duty for that, there could be no objection to his nomination if he were a fit person.

Mr. *M. Lloyd* argued that Mr. Jelf was not a fit person, as there had been quarrels between him and the rector.

The ARCHBISHOP OF CANTERBURY said he thanked Lord Cranworth for having acted as his assessor. Upon his advice he decided that the appeal must be dismissed. As to the fitness of Mr. Jelf, he should consider that question as every archbishop and bishop did when a licence was applied for. He should be glad to receive representations on either side, to which he would give his best considerations, but he could not hear counsel on the point.

Appeal dismissed.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

May 5.—*In re F. P. F. Stronsberg.*—This was a meeting for examination and discharge. The bankrupt, Ferdinand Philip Fischel Stronsberg, was described of Oakley, Surrey, and elsewhere, Gentleman. The debts and liabilities are returned at £13,877, inclusive of liabilities to the extent of £5,409 on account of the Mitre Assurance Company; with assets—debtors, good, £500; ditto, doubtful, £6,750.

Mr. *Bagley* appeared on behalf of the assignees; Mr. *Reed* for a creditor; Mr. *Sargood* supported the bankrupt.

In answer to questions put to him by Mr. *Bagley*, the bankrupt stated that he had expended several thousand pounds upon the Oakley estate. He was formerly one of the directors of the Mitre Assurance Company, and he had a large claim upon that undertaking in respect of moneys advanced.

In the absence of opposition, the bankrupt passed his examination, and received his order of discharge.

(Before Mr. Commissioner GOULBURN.)

May 5.—*Re Tucker.*—The bankrupt was a bill broker in Old Broad-street. It was the first time an attempt was made in any of the London courts of bankruptcy, since the New Bankruptcy Act passed, to put the peculiar punitory powers, under the 159th section, into operation.

Mr. Serjt. *Atkinson*, Mr. *Griffiths*, Mr. *Reed*, and Mr. *Brough*, were in the case.

Mr. *Griffiths*, for the prosecution, said Messrs. Harrison & Eley, who instructed him, had received a communication from Messrs. Shoolbred, the prosecutors, that they had decided not to go on with the prosecution. He suggested that the rule which had been granted should be enlarged, so that others might take up the matter.

The COMMISSIONER.—The conduct of the prosecutors in this case is quite scandalous.

Mr. *Griffiths* said his clients felt that by this proceeding there was a failure of justice to the public and to the bankrupt, and that it was not treating the Court well.

The COMMISSIONER.—Why, I thought you represented the very persons who had been guilty of this conduct.

Mr. *Griffiths.*—I am instructed by other creditors as well. The matter, as regards the prosecutors, Messrs. Shoolbred, is of course at an end.

The COMMISSIONER.—I am not at all sure that the following up of this matter by the prosecutors (Messrs. Shoolbred) could not be enforced by commitment. It is a matter which ought to be brought under the notice of the Lord Chancellor. The rule is discharged, with costs.

In the course of some further discussion, his Honour took occasion to lament the imperfect condition of the punitory jurisdiction under the Act of 1861, and hoped it would receive the attention of the committee recently appointed by the House of Commons on bankruptcy.

May 9.—*In re Colonel Waugh.*—At a dividend meeting, held under this bankruptcy, it was stated that a sum of £3,928 was in hand, applicable to dividend.

An appointment was given for the argument of a proof for £254,000, presented by Mr. Munns on behalf of the official manager of the London and Eastern Bank, in respect of calls.

The declaration of the dividend will, of course, stand over in the meantime.

(Before Mr. Registrar ROCHE.)

May 10.—*In re J. Leigh.*—The bankrupt, Mr. J. Leigh, was a barrister and one of the magistrates at the Worship-street Police-court.

Mr. Baggs, of Ironmonger-lane, accountant, was now appointed creditors' assignee. The debts and liabilities are stated to represent a total of about £30,000. The petitioning creditor was Mr. Everett, a stockbroker, of the Royal Exchange, whose claim of £300 arose in respect of a balance upon transactions in Mexican Stock.

SHERIFFS' COURT.

(Before Mr. Under-Sheriff BURCHELL.)

May 5.—The monthly list of proclamations of outlawry was published by the officer of the sheriff with the usual ceremony, which has been observed "from time immemorial." Several new names were proclaimed for the first time. The following names were called, and none of the parties, as required, "appeared or surrendered," or the defendants would have been taken to Whitecross-street Prison:—George Dickenson, at the suit of William Eade; George Montague Hicks, at the suit of Josh. Haynes; George William Hunt, at the suit of John Graham; William Henry Rickards, at the suit of William Berry; and Susan Upton, at the suit of John Hernot. The next county court day of this ancient jurisdiction was appointed for the 2nd June, and all parties were then required "to give their attendance."

GENERAL CORRESPONDENCE.

THE PLACE FOR OUR LAW COURTS.

I have observed with pleasure various articles in your columns advocating the consolidating of our courts of law. Of the great national benefits, both scientific and practical, to be derived from that step, I do not propose to speak. I only write to point out one thing—namely, the proper situation.

The place which has always been spoken of—namely, the ground between the Strand and Carey-street, Bell-yard and Boswell-court, is one, the mere purchase of which will cost as much as the building itself. Can there be worse economy than to pull down what must be rebuilt elsewhere, when a vacant piece of ground, in the best situation in London, may be had for nothing?

By the side of the new Thames embankment, when completed, there will be, both east and west of Waterloo-bridge, large spaces of vacant ground rescued from the river, spaces far larger than the projected site, and which, being vested in the Crown, may be had for nothing. In this prominent place, by the side of the finest highway in the land, approachable by railway both from the north and from the south, close to the lawyers, and accessible to the public, might stand the new judicial palace. Lincoln's-inn, the Temple, and the committee-rooms of the Lords and Commons would be near at hand, and the new Charing-cross line would bring suitors, jurymen, and witnesses almost to the very doors.

A conspicuous and open situation, approachable by road, railway, and river, what more could be desired? Viewed from the river and the bridges which cross it, the theatre of justice might thus be made as conspicuous, though, I hope, not as ornate, an object as the theatre of legislation.

Temple, April 27. JAMES WALTER SMITH.

[We have inserted Mr. Smith's letter on account of the importance of the subject of which it treats, but we must not be understood as accepting the suggestion it contains.—Ed. *S. J.*]

COSTS OF CONVEYANCING.

Sir—Lord Westbury, in his speech in the House of Lords on the 22nd of April last on the subject of his registration scheme, according to the report in the *Times*, made the following statement:—

"You could not grant a lease, you could not sell a bit of land, you could not make a settlement, without having to go through operations so laborious and expensive that the *most ordinary* acts connected with real property involved you in a bill of £100 or £150, or more."

This is greatly over-stated. In my neighbourhood the usual charges of a solicitor against a purchaser in relation to a conveyance in an ordinary case, exclusive of stamps, do not exceed £4 6s. 8d., and are sometimes less. For a lease or settlement the charges are in the same proportion. The value of a small freehold property is very often under £100. Such properties are frequently transferred; and I have heard of a solicitor's charge for a conveyance being so low as £2 10s.

May 5th. A SUBSCRIBER.

[We are in a position to endorse the statement of our correspondent. An instance, not we believe singular, has occurred within our own knowledge in which a small property, consisting of six houses, held by four different titles, was sold: the entire vendor's costs—of sale, making title, and conveyance—did not amount to £50.—Ed. *S. J.*]

INNS OF COURT EXAMINATIONS.

Sir—On the 16th of last month you were good enough to publish a letter from me upon this subject. This has emboldened me to trouble you with some further remarks bearing on the sam question. I trust that the time is not far distant when w shall succeed in reducing the pleadings and practice of our courts to a single intelligible and practical method, applicable alike to common law, equitable, and ecclesiastical jurisdiction, and having for its object the solution, in its most general terms, of the general problem, how to separate law from fact, and to state the questions of either which arise for the decision of the Court. When this shall have been accomplished, it is obvious that the substantial law of the land will receive a consideration and attract a study which has hitherto been denied to it. Hitherto, so complicated have been, and still are, the rules and principles which direct the conduct of a suit, and the manner of stating the case of either party, that they have occupied the attention of the practitioners, if not to the exclusion, yet in some degree to the neglect, of the systematic study of the law itself. But when these distracting and disturbing causes shall have been removed, the spirit of inquiry and improvement, which is now monopolised by the consideration of the procedure of the courts, will find its natural field in the amelioration of the law. We shall then no longer be content with a law founded on obsolete principle, whose very origin is a curious antiquarian research, and whose absurdies, when applied to the views and transactions of modern times, are remedied by arbitrary exceptions, alterations, and qualifications, introduced to meet the expediency of the moment without the slighest reference to symmetry or coherence. The law will have to be re-cast anew into a scheme resting, not on historical, but on ethical principles; not on dark feudal maxims, but on the dictates of an enlightened jurisprudence. It therefore becomes extremely important to ask where is the machinery in this country for carrying out a legal education which shall qualify our rising lawyers for the noble but laborious field of enterprise which undoubtedly awaits them. We may put the question more broadly, and ask, what machinery does there exist in this country for imparting any legal education at all? We have learned societies possessing the monopoly of the Bar, and able to annex what conditions they please to the attainment of barrister-at-law. Anyone who should peruse the names of the grave and learned persons who preside over these societies, or who wanders through their spacious halls, their noble libraries, and their quiet gardens, will of course suppose that not only is the character of advocate reserved to crown the labours of the successful student, but that it is the pride and delight of the barristers of the inns of court to organise and superintend a system by which the thorny paths of law may be made accessible, and industry and talent conducted at a moderate expense, with speed and certainty, through every stage of legal proficiency. Alas, such an observer would little appreciate the functions which claim the exclusive attention of these learned bodies. To receive the rent of a certain number of chambers, to receive the fees of a certain number of calls to the bar, and to eat excellent dinners, are vocations so ingrossing that they leave no time for legal education. Some twelve years ago there was an institution of lectureships and other appliances, which many people, at that time of day, were sanguine enough to hope were the commence-

ment of a reform by which legal education would at length be effectually promoted. But even this small and niggardly instalment of that legal education for which the Inns of Court are debtors to the public, has oftentimes been regarded by those who gave it in no friendly spirit, and has even to this day never been followed up by any real attempt to found a school in which law may be thoroughly and systematically taught in all its branches, and under all its aspects, practical, antiquarian, and ethical. True, indeed, it is that this last Hilary Term the barristers of the Inns of Court have made some fresh regulations which are applicable to all students entering for the bar on and after Hilary Term, 1864, which makes it compulsory on all men, before they can be entered for the purpose of keeping terms for the bar, to pass an examination in Latin, English History, and the English language, but it is still open to them to be called to the bar upon attending one year's lectures, or even now they may escape this tax upon their intellects by spending a twelvemonth in a barrister's or special pleader's chambers. Thus the legal profession is still likely to continue choked with useless members who obtain access to it without the slightest intention of practising, but merely to give their friends an excuse for placing them in situations requiring a knowledge of the law, which they have never learnt, but to the knowledge of which the Inns of Court have permitted them to make pretension. Those students, on the other hand, who really wish to become not only barristers, but lawyers, have only the melancholy choice of either embarking without chart or compass on the vast ocean of the law on which the ships of their predecessors have left no wake, and possibly losing a year or two in misdirected studies, or placing themselves, at a heavy expense, in the chambers of a pleader or conveyancer, to begin at the wrong end, by applying to the emergencies of practice the principles of a science they have never learnt. This proceeding is about as reasonable as if we should call on a student in divinity to preach a sermon before he has read the Bible, or a student in medicine to perform an operation before he has learnt the use of the instruments and the position of the arteries. Yet this is positively the only legal education we possess; and it is only wonderful that, with no better assistance, the standard of legal acquirements is preserved. It is not the etiquette of the profession to teach or learn law in any other way; and though the Inns of Court are full of young men both able and willing to teach, any attempt to form classes and to facilitate and cheapen the introduction into the rudiments of law has been discountenanced by professional etiquette, and would be opposed by all the *vis inertiæ* of the Inns of Court. Not only do these learned bodies do next to nothing for legal education themselves, but, as every attempt to supply their deficiencies is an implied and very forcible censure of their remissness and inertness, their conduct and example operate as a strong discouragement to efforts to organise legal education in any other quarter. It has been said, and I believe said with truth, that out of the four Inns of Court, Lincoln's-inn, and Lincoln's-inn alone, has held out, and continues to hold out, against a system of compulsory examination for the bar. The day will assuredly come when an account of their stewardship will be demanded from these learned societies, when it will be asked what use they have made of their splendid position, as keeping the keys of an enlightened and honourable profession, towards carrying out the object for the purposes of which power was intrusted to them, the diffusion of legal knowledge, and the ascertainment of the fitness for the trust which every advocate takes upon himself. It will be found that they have done little beyond keeping common taverns, and bartering the degrees, with the distribution of which they were entrusted, in exchange for fees and compulsory dinners. They have been rigid about eating, but careless about learning; strict about money, but negligent about knowledge; lavish to the stomach, but niggards to the mind. If the degree of a barrister is meant to convey no notion of legal acquirements, and implies no standard of professional fitness, it is a mere absurdity. If it do do so, the Inns of Court, by conferring it with so little care, betray their trust. It will not do for them to point to the many illustrious men they have produced, and say, "Behold the fruit of our system." These men were produced in spite of the system. They gave to themselves that education which the Inns of Court ought to have provided, and adorned them with merit towards the production of which they had done nothing. Law reform draws after it, as a necessary concomitant, the demand for legal education, an education not restricted to mere technical knowledge, but treating law as a liberal science reducible to true principles, pointing out its short-comings, and anticipating its improvements. It will be happy for the Inns of Court if they take the initiative in this necessary work; as efficient seats of legal education they might hope for an existence co-extensive with that of the law itself; but if they neglect this opportunity, and suffer legal education to pass into other hands, they cannot hope to retain their position at the head of a profession whose honours they assume to distribute, while they renounce all control or interest in its studies or acquirements.

A Law Reformer.

[We cannot permit the public to suppose that the conductors of this Journal have any sympathy with the sweeping reforms and strong expressions of our correspondent; we purpose, in the course of a few weeks (when the present great pressure on our space has somewhat relaxed), to trouble our readers with some remarks on the points alluded to in this letter, conceived in a somewhat different spirit; but we think it only just to a gentleman who has evidently bestowed much thought upon the subject, that he should have such opportunity as we can afford him of making his views generally known.—Ed. *S. J.*]

Law Students' Examination.

Sir,—I hold a certificate of having passed the Senior Division of the Oxford Local Examination, held at Nottingham, in May, 1861, pursuant to the statute "*De Examinatione Candidatorum qui non sunt de corpore Universitatis*," which also confers the title of "Associate in Arts of the University of Oxford." I am desirous of entering into articles of clerkship. Will any of your readers kindly inform me, through the medium of your pages, if this certificate will dispense with the Preliminary Examination before entering articles of clerkship required by the 23 & 24 Vict. c. 127, s. 8?

Associate in Arts.

May 9.

Law of Copyright Amendment Bill.

Sir,—I propose to address to you a few remarks on the bill now before Parliament to consolidate and amend the law of copyright, and, in the first place, to consider the changes contemplated in the term copyright.

A praiseworthy attempt is made by the bill to render the copyright in all works of literature and art of the same duration, and, no doubt, in any alteration of the law, this important object ought to be kept in view. For the purpose, however, of effecting it, it is necessary to make the commencement of the term of copyright the same in all cases; and here we meet with a difficulty which does not appear to have been successfully encountered by the framer of the bill. The Act 5 & 6 Vict. c. 45 fixes two periods for the commencement of literary copyright—viz., the publication of the work, and the death of the author. The Acts as to engravings and sculpture have only one period of commencement—viz., the date of publication; while the recent Act for the protection of paintings, drawings, and photographs makes the copyright in these continue for seven years after the author's death. The present bill proposes to cut the knot, by providing that copyright in all works of literature and art shall continue during the life of the author and for seven years afterwards, or for forty-two years from the date of the first publication, if the latter be the longest* term. By the interpretation clause, "first publication shall mean first printing and circulating or offering for sale of any literary work; and shall include first representation, performance, or delivery of dramatic pieces, musical compositions, or lectures, and first exhibition or offering for sale of any statue, painting, engraving, print, map, or photograph."

This interpretation clause shows the difficulty of defining publication, so as to prevent disputes in particular cases. Take the case of an author offering a manuscript for sale to a bookseller who refuses it, and then printing his work after an interval of some years. When would the copyright commence? Numerous difficulties must occur, in deciding when a painting is first offered for sale. An offering may be made for it before it is complete, or even before it is commenced; and it would be a matter for argument whether this is an offering for sale within the meaning of the bill. Take the case of a man giving a commission for his portrait to be painted, when would the copyright begin? I go into the studio of an artist, and find a sketch, for which I offer a sum, that he refuses. Does this constitute an offering for sale within the meaning of the Act? It would be easy to multiply cases of this kind, but the fact is that the use of the word publication, with reference to a statue or painting, is absurd and meaningless. To say that a statue is published conveys no idea to the mind, and when we attempt to give a sense to the expression by an arbitrary interpretation, we only discover how impossible it is to attach a

* So in the bill; but, gramatically, it should be longer.

definite meaning to it. What then is the solution of the difficulty? It is to make copyright in all cases last for a defined period after the death of the author, and for that period only; and so to exclude any reference to the time of publication. This is the only practicable mode of making the term of copyright the same in the cases of all works, both of literature and art. If we turn to foreign countries we find that this is the course adopted in almost all of them, except the United States, who take their laws from us in this as well as on other subjects.

In France the duration of copyright is for the life of the author, and the life of his widow, and twenty years after the death of the survivor of husband and wife. In Belgium it lasts for life and twenty years after death. In Holland the same time. In Prussia for the life of the author and thirty years after his death. In Russia twenty-five years after the author's death. We should propose that copyright in all works of literature and art should continue for twenty-five years after the author's death, and that as to contributions to periodicals, the right of separate publication should be vested in the author during his life.

If you are kind enough to insert this, I shall be disposed to trouble you with further remarks on other portions of the bill.

May 5. JOHN SHOARD.

ARTICLED CLERKS' EXAMINATION.

Sir,—Would some of your readers kindly tell a poor articled clerk, but lately come from a public school (where we never heard of book-keeping), and now in a conveyancer's office, what book or books he had better get to know something about this *recent* part of a legal education.—Your obedient servant,

ETON.

THE DEBATE ON THE "CUSTOMS AND INLAND REVENUE BILL."

Sir,—I was prepared to find in your last number remarks in reference to this debate.

I had, hitherto, been sufficiently surprised at the practice of the executive of the Inland Revenue Office in opposing the decision of the Exchequer Court in *Sanville* v. *The Commissioners of Inland Revenue*, and thus, as is remarked by yourself, setting themselves against established law; but I was more than surprised, I was astounded, at the defence put forward by Mr. Gladstone and the Attorney-General, for the course adopted at the office; the more so that a large part of the executive are (one need not mince saying) members of the legal profession. The grounds upon which they contend that policies are chargeable with settlement *ad valorem* duty on their nominal amount may, or may not, it can be admitted for argument's sake, be more sound than those upon which the Court based its decision in the case named. But this, of course, as you shew, was not the point. After the case was decided, their duty was clearly and simply to abide by it, without even, it would appear to me, openly questioning it—they, that is, having let all this time go by before getting the point legislated upon.

Much has of late been said about the manner in which Government bills of this nature are drawn—their looseness, incompleteness, and consequent ambiguity, and the difficulty, if any, of avoiding this, is probably increased by reason of mixing up in one bill matters relating to customs, excise, stamps, and income-tax, as in the present bill. Mr. Malins drew attention, on a former occasion of the passing of one of these bills, of this feature in them, the mixing of matters which used to be kept separate, and expressed the opinion that it would result in public inconvenience; and as one having to do solely with matters of *stamps*, I can vouch for the inconvenience having already been felt.

If time and occasion permitted it, I could, I think, myself point out defects in the framing of this and former "Customs and Inland Revenue" Acts, in his gifts of which Mr. Gladstone has been liberal the last few sessions. I will, however, just refer to the proviso at the end of clause 9 of the present bill, whereby it is enacted that settlement duty shall be payable on the value, and not on the nominal amount of the policy in cases where there shall be "a certain covenant, contract, or provision, made" for keeping on foot such policy.

Now, the bill does not (as it does in section 10, in respect of foreign funds and moneys) enact how such value is to be ascertained; and I am persuaded that if this omission, as I presume to consider it, be not supplied, it will be productive of practical inconvenience. Not only do I think it necessary that there should be this provision as to the value, but that such value should be required to appear on the face of the deed itself.

In alluding, in your remarks of last week, to the case of *Sanville* v. *The Commissioners of Inland Revenue*, you imply that the result of the decision therein was to charge policies with *ad valorem* on their value only; but, upon reference to the case, I think it will be found that the result was to exempt them altogether from the *ad valorem*, as not coming under the description of "a definite and certain" sum. H. F. H.

City, May 11.

[We think the *dicta* of the judges bear out our correspondent's view of this point; but, as the policy which was the subject of that suit was *new*, and therefore *valueless*, at the time of settlement, it would be dangerous to rely upon the judgment as an authority for more than we last week suggested.—Ed. *S. J.*]

APPOINTMENTS.

Jan. 2.—ALBERT NORTON RICHARDS, Q.C., to be Solicitor-General of Upper Canada.

March 12—The Hon. WILLIAM HUME BLAKE, late Chancellor of Upper Canada, to be a judge of the Court of Error and Appeal for Upper Canada.

April 26.—The Right Hon. HENRY AUSTIN BRUCE to be Vice-President of the Committee of Council on Education.

May 9.—Commander JOHN HAWLEY GLOVER, R.N., to be Colonial Secretary for the settlement of Lagos.

May 7.—The Right Hon. HENRY AUSTIN BRUCE, to be the Fourth Charity Commissioner for England and Wales.

Dec. 30.—FREDERICK AUGUSTUS LEWIS, of No. 7, Trafalgar-place, in the county of Middlesex, gentleman, to be a London Commissioner for administering oaths in common law in her Majesty's Court of Queen's Bench and Common Pleas respectively.

April 2.—FREDERICK JOHN BLAKE, of Southsea-house, Threadneedle-street, gentleman, to a London Commissioner for administering oaths in common law in the Court of Exchequer.

May 7.—The Lord Chancellor has appointed EDWARD WRIGHT, of Leamington, Warwickshire, and RICHARD WRIGHT, of 3, Whitehead's-grove, Chelsea, gentlemen, to be London Commissioners, to administer oaths in the High Court of Chancery.

May 12.—The Lord Chancellor has appointed SAMUEL HORACE CLARKE MADDOCK, of 3, Spring-gardens, gentleman, to be a London Commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Friday, May 6.

THE LAW OF DEBTOR AND CREDITOR.

The LORD CHANCELLOR, in introducing this bill, said, My lords, I beg leave to solicit the attention of your Lordships to a subject which I believe to be one of great interest and importance to the people. That subject is the state of the law of debtor and creditor, and its administration as especially affecting the poorer classes of society. My Lords, I entreat your attention to this matter for a short time in the abstract, before I proceed to explain the provisions of the bill which I have to present, and which, I trust, will remedy some part of the evils now existing. The extent of imprisonment for debt by the county courts is, at least to my mind, fearful in amount, and attended with the most injurious consequences to the poorer classes. In the two years ending 31st December, 1863, 17,979 persons were committed to prison—number of days for which they were committed, 309,777; number actually spent in prison, 257,251. Out of that large number of prisoners, and that great amount of confinement, I find that, for one cause alone—viz., not having satisfied the judgment and costs, having had means and ability so to do—17,850 persons were committed to prison, and remained in prison 253,860 days. The liberty of many of these men was taken away for sums of money as low as 1s. 6d., 3s. 1d., 1s. 10d., 2s. 9d., and one person was actually committed to prison for several days for the sum of 9d. These persons were mostly artizans or agricultural labourers, the majority being of the former class. Hence the value of the labour actually lost to the country by

the operation of this imprisonment, in order to bring about, if possible, the payment of £62,488, was £43,434. Before a creditor is entitled to imprison his debtor, I think the least you may require of him, is to prove that he gave credit to the debtor under circumstances which justified him in doing so; but, in the present case, there is hardly a single creditor in a position to say that he has a right to demand this remedy on the part of society, in order that he may be enabled to recover that debt which he has thought proper to allow his debtor to contract. Let me contrast the state of the law as it is administered in county courts with the law as it exists with regard to other classes. If there be a single bright spot in the original law of England with regard to debtor and creditor, it is this, that by the common law, if a creditor seizes the body of his debtor, for however short a time, that amounts to a satisfaction of the debt. But the law now established with regard to the poor permits a creditor to send a poor man to prison again and again; in fact, there is no limit to the repetition of the right of imprisonment, except the limit which a merciful judge may be inclined, even at the expense of the law, to interpose. This all arises from a clause contained in the 9 & 10 Vict. c. 95, s. 99, which amounts to a mortgage of the labour and earnings of the poor to their creditors for an indefinite time, without possibility or hope of relief. No other man can, unless he have been guilty of fraud, be detained for more than fourteen days by a creditor. All the judges, or, at any rate, a great number of them, concur in describing the county court as a great machine for the collection of debts, which shopkeepers, pedlars, and dealers of that sort willingly allow the labouring population to contract, depending for the payment of them on the pressure of that tribunal. In giving credit to poor persons, the tradesman trusted to the power of imprisonment for the recovery of his debt; and, such being the state of the law and the result of its administration, I beg your lordships to consider what, under the circumstances, moral justice and those principles of duty, to which you would appeal if this matter were now for the first time to be dealt with, demand of you. I have every reason to be satisfied with the dilligence, the care, and anxiety for justice shown by the county court judges in furnishing their opinions on this subject. They are, no doubt, naturally actuated in favour of the existing law, and particularly in maintaining the power of imprisonment, on which they consider the efficiency of their system almost entirely depends; but in other respects, they show great humanity and great anxiety to discharge this painful duty in the most considerate and humane way. I propose to abrogate altogether the power of imprisonment where the debtor can pay; and to treat the debtor, who has contracted a debt without any reasonable expectation of ability to pay it, as guilty of a misdemeanour. I then propose that no action should lie or judgment be given for any score for beer or ale consumed on the premises of any alehouse or beershop. If the publican has the poor man inside his door, he may then and there take his money for the drink which he consumes, but he shall not tempt the poor man by the offer of credit, and score up against him a sum which for a long time may not be demanded, but which is sure to be brought forward at last to plunge him into despair. I propose that debts under £20 should be sued for, and judgment enforced, within one year from the time when the last item of the account was contracted, or the last payment made. The second portion of the bill proposes to give the county courts equity jurisdiction in certain cases. Your Lordships are aware that when the county courts were first established, their jurisdiction was limited to what lawyers are in the habit of calling matters of law, in contradistinction from matters of equity. I shall give one or two examples. A poor man may die worth some £80, £90, or £100, and may leave behind him a widow with four of five children, or some brothers and sisters. If a quarrel should arise, the county court has no jurisdiction, and no relief can be had without coming to the Court of Chancery. But the Court of Chancery, though I am happy to say greatly ameliorated, is still a machine utterly incapable of dealing with property of small amount. The smallness of the property sinks beneath the weight and expense of the machine. Again, in the case of a partnership in a country town, where the goods do not perhaps exceed £100 or £200, where there is a quarrel between the partners, and one appropriates the lion's share, there is no remedy without going to the Court of Chancery. In all these and similar cases I propose to invest the county court judge with summary equitable jurisdiction. There is one other point to which I beg your lordships' attention. Your Lordships are aware that when the county court system was established, the power of suing for small debts in a superior court of common law was not taken away, but that power was attempted to be checked by providing that costs should not be recovered. I propose to introduce provisions in the bill which I hope will be sufficient to prevent the abuse of this power of resorting to the process of the superior courts of law.

Lord CRANWORTH said he entirely concurred in the opening part of the speech of his noble and learned friend. He owned that he entertained opinions which his noble and learned friend (Lord Brougham) considered the most heterodox that could be proposed, but he was not quite certain that ultimately Parliament would not see fit to enact that all debts under a certain sum should be debts of honour, and incapable of being recovered by law.

The LORD CHANCELLOR was happy to say that it was a provision of his bill that household goods should not all be seized, but that goods of a certain value should be left. He also proposed that tools should not be taken, so as to interfere with a man's calling.

The bill was then read a first time.

HOUSE OF COMMONS.

Friday, May 6.

BUSINESS OF THE HOUSE—THE WHITSUNTIDE RECESS.

Sir G. GREY said that, on Friday next, his noble friend (Lord Palmerston) intended to move the adjournment of the House till Thursday, the 19th inst.

In reply to Mr. VANCE,

Mr. O'HAGAN said he would postpone further proceedings with reference to the Chancery (Ireland) Bill and the Common Law Procedure (Ireland) Bill till after Whitsuntide.

Saturday, May 7.

PARTNERSHIP LAW AMENDMENT BILL.

The House went into committee on this bill, and resumed the consideration of clause 3, which provides for the formation of limited partnerships.

Mr. THOMAS BARING moved the insertion at the end of the clause of words requiring all such partnerships to be distinguished by the addition of the word "registered" to the name of the firm in all its dealings and transactions.

Sir J. SHELLEY, Mr. GOSCHEN, Mr. Alderman SALOMANS and Mr. LOCKE supported; and

Mr. SCHOLEFIELD, Mr. BRIGHT, and Mr. HANKEY opposed the amendment.

The committee divided, the numbers being—

For the amendment...	...	...	...	...	58
Against it ...	...	...	...	...	43
Majority	...	...	..	...	—15

The words were accordingly added to the clause, which, as thus amended, was agreed to.

On clause 4,

Mr. BUCHANAN moved the omission of the words "or contract to lend." Contracting to lend was a different thing from actually paying the money.

Mr. SCHOLEFIELD opposed the amendment.

Mr. BARING remarked that in France and the United States the money must be actually paid to the firm.

The committee divided. The numbers were—

Ayes...	...	...	...	...	...	39
Noes...	...	...	...	...	...	46
Majority for the amendment ...					...	—7

Mr. SCHOLEFIELD then said that, after the amendments which had just been carried, he thought he should best consult the convenience of the House by withdrawing the bill. He should, therefore, move that the chairman leave the chair.

This led to some discussion, in which some of the hon. members pressed the Government to take up the bill.

Mr. SCHOLEFIELD said that, in compliance with the suggestions made to him, he should withdraw the motion that the chairman leave the chair, and simply move that he report progress, with a view of proceeding with the bill after the Whitsuntide recess.

The motion was then withdrawn, and the chairman was ordered to report progress.

Monday, May 9.

Petitions in favour of Colonel Torrens's system of registration of titles to land were presented, by Mr. Vance, from the Lord Mayor and citizens of Dublin; by Sir E. Grogan, from guardians of South Dublin Union; and by Mr. Monsell, from various landowners in Ireland, &c.

Tuesday, May 10.

INNS OF COURT.

Sir G. BOWYER asked leave to introduce a bill to enable the

benchers of the inns of court to appoint judicial committees in certain cases, and to give the necessary powers to such committees. He said that hon. members were probably aware that the benchers of the inns of court exercised judicial, or *quasi*-judicial functions. Any charge or complaint made against a barrister, with a view to his being disbarred, would be brought before them for decision, as would also any objection to a student about to be called to the bar, or to a student to whom permission was about to be given to enter one of the inns. Those charges or complaints were investigated before the general body of the benchers, who, however, as a tribunal, were placed at great disadvantage. It was, necessarily, a changeable tribunal, and it had not the power of administering an oath, of compelling the attendance of witnesses and the production of documents, or of punishing for contempt. At present, when an accusation was made, the prosecutor was ready with his witnesses, but the person accused might have a difficulty in getting the evidence necessary for his defence, and so there might be a miscarriage of justice. This result had actually occurred in the case of Mr. Whittle Harvey, against whom the benchers decided, but, the case being afterwards submitted to a committee of this House, they came to an opposite conclusion, and stated that the reason was the attendance before them of a certain witness whom the benchers could not compel to attend. He proposed that, in all such cases, the benchers should be empowered to elect from among their number a judicial committee of five to hear and determine the case, and that this committee should be entrusted with the powers which he had specified. This would be very analogous to the change introduced by the Grenville Act into the practice of this House respecting election petitions. He had spoken to several hon. and learned friends in this House, who all approved the principle of the bill, and he hoped that, with the improvements which would be effected in committee, it would receive the assent of the House.

The motion was agreed to.

Wednesday, May 11.

BOROUGH FRANCHISE BILL.

Mr. BAINES moved the second reading of this bill, which lowers the franchise in cities and boroughs from £10 rent to £6 rating.

Mr. CAVE moved the previous question.

Mr. MARSH seconded the amendment.

The CHANCELLOR OF THE EXCHEQUER supported the bill as necessitated by the changing condition of society.

Mr. WHITESIDE supported the amendment. The changes in society were causing the existing law to operate as a gradual and sufficient extension of the franchise.

Mr. W. FORSTER, Mr. BASS, Lord FERMOY, and Mr. WATKIN supported the bill. Mr. NEWDEGATE, Mr. S. BEAUMONT, Lord HENRY SCOTT, and Mr. GREENHALGH, the amendment.

On a division there appeared—

Ayes.....	216
Noes.....	272
Majority against the bill...	—56

IRELAND.

THE MEADE BENEVOLENT ASSOCIATION.

Trustees: R. J. T. Orpen, Joseph Hone, Arthur Barlow, David Fitzgerald.

Chairman of Directors: Richard J. T. Orpen; Deputy-Chairman: David Fitzgerald.

Board-room: Solicitors'-buildings, Four Courts, Dublin.

Bankers: Royal Bank of Ireland.

Honorary Treasurers: Charles Gaussen, William Roche.

Secretaries (Honorary): Joseph Hone, Octavius O'Brien, Charles F. Johnson; Secretary: Beauchamp N. Johnson.

This is an association consisting of attorneys, solicitors, and proctors, practising, or who have at any time practised as such in Ireland; and having for its object "to relieve such poor and necessitous members as may be incapacitated for business through bodily or mental infirmity, or other inevitable calamity, and their wives and families; and the poor and necessitous widows and families of deceased members; and in special cases parents or collateral relations of deceased members; and (where the state of the funds and the circumstances of the case appear to the directors to justify their so doing) to render pecuniary assistance to the widows and families of deceased attorneys, solicitors, and proctors who were not members at the time of death."

A payment of ten guineas (on admission) constitutes a life member, and an annual subscription (in advance) of one guinea constitutes an annual member. An annual member may at any time constitute himself a life member by increasing his current year's subscription to the sum of ten guineas.

The association is under the management of forty-five directors, annually elected, of whom one-third are metropolitan, and two-thirds provincial, members.

All donations and subscriptions, whether annual or otherwise, during the years 1864-5 are to be invested inthe Government Three per Cent. Stock, in the names of the trustees, to form a principal sum, the annual produce of which will thenceforward be applied in aid of the objects of the association.

It is in contemplation, as we are informed, to change the name of this excellent association to "The Solicitors' Benevolent Association, originally founded in memory of the late Richard Meade."

ROLLS COURT.

May 5.—*In re Lardner's Trusts, Ex parte Boyd,*—This case was partly heard last Trinity Term, and stood over for affidavits. It was an application on the part of the Reversionary Interest Society of London, that the sum of £3,072, at present in court, be paid to them; and their right to it depended upon whether George Darley Lardner, Esq., is or not the legitimate son of the late Rev. Dionysius Lardner, LL.D. The case made on the part of the petitioners was to the following effect:—They alleged that George Darley Lardner, who is now a commissary-general in her Majesty's army, and resides in Barbadoes, is the sole surviving child of the Rev. Dr. Lardner and his wife Cecilia. Dr. Lardner was married to Miss Cecilia Flood in the year 1815; there were three children issue of this marriage, of whom one was born in 1818, and named George Darley Lardner, and in 1820 Dr. Lardner and his wife separated by mutual consent. In 1839 the parties were formally divorced. Before this time Dr. Lardner had been residing abroad, and he continued to live on the Continent until his death in 1859. Cecilia Flood died in 1862. When seven years of age, George Darley Lardner was taken from his mother in Dublin, and brought over to London, where he lived with his father's relatives until the year 1837, when, as was alleged by the petitioners, he became an officer in the commissariat department, and went to the Cape of Good Hope, and had been in this department of the service ever since.

The application of the petitioners was opposed by the next of kin of Cecilia Flood, who denied that the person signing himself George Darley Lardner to the deeds at present in court was the son of Dr. Lardner and Cecilia Flood. They alleged that, upon making inquiries about George Darley Lardner, after the death of the two other children, they had been informed that, being exceedingly delicate, he had been sent to Italy for the benefit of his health, and that he died there of consumption. That was the reputation in the family, and they believed that the person named in the petition as George Darley Lardner was not the legitimate son of Dionysius Lardner and Cecilia Flood, but was a son of the former and some woman unknown, and, upon the death of the rightful claimant, had been substituted for him by his father, in order that the sum of £3,000 might not go out of the family.

Mr. *F. Walsh*, Q.C. (with whom was Mr. *M'Mahon*), now appeared on behalf of the petitioners, and stated the affidavit of Adeline Lardner, sister to the Rev. Dr. Lardner, completely bearing out the petitioner's case. She stated that, having read an advertisement in the *Times*, in February, 1842, asking information as to the death of George Lardner, son of the Rev. Dr. Lardner, she went to the solicitor named in the advertisement, Mr. H. Mayne, of Dorset-street, Dublin, and told him George Lardner was not dead, but was resident at the Cape of Good Hope. Mr Mayne had assured her he would have the rumour contradicted. She swore that George Lardner had always recognised and treated by all the members of the family as the legitimate son of the Rev. Dr. Lardner. The learned counsel also read an affidavit made by Mr. George Lardner himself at Barbadoes, on the 24th March, corroborating the statements of his aunt.

Mr. *Serjt. Sullivan* (with whom was Mr. *Boyd*) appeared on the other side, and said his clients were satisfied of the legitimacy.

The MASTER OF THE ROLLS made the order to pay over the fund to the petitioners, but without costs.

COURT OF BANKRUPTCY AND INSOLVENCY.

(Before Judge BERWICK).

May 8.—*In the matter of a Trader Debtor.*—A question of some public interest as to the liability of a trader, who

is a minor, came before this Court. A young man, not twenty-one years of age, entered into trade, and incurred liability, and, on his behalf, it was submitted that, he being a minor, the Court had no jurisdiction, inasmuch as the trader was not subject to the bankruptcy laws.

Mr. *D. C. Heron*, Q.C., appeared for the summoning creditor, and cited numerous authorities bearing on the case.

Mr. *Beytagh*, instructed by Messrs. Concannon & White, solicitors, appeared *contrà*.

Judge BERWICK said that, owing to the present anomalous state of the bankruptcy law in this respect, he believed he had no jurisdiction, and, accordingly, could not bring the sections of the Act to bear upon the case. He had no hesitation in saying it was a disgrace to the law that a party was enabled to set up as a trader, incur all the responsibilities of trade, contract debts, and then snap his fingers at his creditors, pleading his minority. At present he would allow the party to make his affidavit, and then try the question of minority in a court of law.

A Roman Catholic clergyman, the Rev. Thomas Martin, apparently to his great amazement, was, on the 4th of May, convicted of an assault at the Julianstown Petty Sessions, county Meath. The charge was preferred by John M'Goldrick, a sub-constable, who deposed that on Sunday the 17th of April he was walking near the Drogheda railway station in company with three young women, his acquaintances, having his hand on the shoulder of one of them, when the Rev. Mr. Martin, who was passing on horseback, accosted him, and demanded his name and the names of the girls. The policeman refused to give them, when the priest called him a ruffian, and struck him on the head with his horsewhip. Witness was cross-examined without shaking his evidence. It was stated by the sub-inspector that the young girls were respectable, and that they were there to give evidence. After consultation, the chairman announced the unanimous decision of the Court, —that the priest should pay the full penalty of £5, or suffer two months' imprisonment. He said it was a most unjustifiable assault. There was nothing whatever improper in the conduct of the policeman. They must mark their extreme displeasure of such conduct on the part of a clergyman. No matter what religion he belongs to, he has no right to raise his hand against any one. It disgraced his office. Mr. Martin was rushing out of the office full of indignation, when he was stopped by the police, upon which the chairman proceeded to say that his conduct in court fully proved that he had no control over his feelings.

COLONIAL TRIBUNALS & JURISPRUDENCE.

CANADA.

A point of some interest to the profession has recently been decided by the Court of Common Pleas of Upper Canada. The following is a *resumé* of the report.

Chapman v. *Boultbee.*

The plaintiff declared, and proved, that he had retained *Boultbee* to bring an action against one Moreley, in the county court of York and Peel, for money due; that Boultbee had duly had Moreley taken on a writ of *ca. re.*, and confined in the county gaol for want of bail; that an application had been made to the judge of the court, on behalf of Moreley, to be discharged without bail, and that on that occasion the judge ordered the writ and the arrest made thereunder, and all proceedings had thereupon, to be set aside for irreguiarity, with costs, whereby the plaintiff not only lost his own costs of the action and had to pay Moreley's, but was prevented from recovering his debt.

At the assizes for the united counties of York and Peel, held in April, 1863, before CONNOR, J., a verdict was taken for the plaintiff, with £159 7s. 6d. damages, leave being reserved for the defendant to move to enter a nonsuit.

In Easter Term, *Eccles*, Q.C., obtained a rule *nisi* for the purpose, against which

R. P. Crooks now showed cause.

The arrest, and the order setting it aside for irregularity, constituted *primâ facie* evidence of negligence on the part of the attorney, who must show whose fault the irregularity was, if it was not his own. He referred to *Reid* v. *Jones*, 4 U. C. C. P. 424; *Pitt* v. *Yalden*, 4 Burr. 2060; *Keen* v. *Rigby*, 2 B. & Al. 202; *Ireson* v. *Pearman*, 3 B. & C. 812; *Godefroy* v. *Dalton*, 6 Bing. 460; *Long* v. *Orsi*, 18 C. B. 610; *Swannell* v. *Ellis*, 1 Bing. 347.

Eccles, Q.C., *contrà*.

RICHARDS, C.J., said that the only evidence offered to establish negligence was the production of the order setting aside the *capias*, &c., for irregularity. It did not appear what the irregularity complained of was, nor whether it had or not occurred under such circumstances as would show that the attorney had possessed or exercised a reasonable amount of skill. It was conceded in the modern cases that the attorney was only responsible for gross negligence or gross ignorance: *Purvis* v. *Landell*, 12 Cl. & F. 91. The declaration must allege facts from which the inference was inevitable that the defendant had been guilty of one or the other.

Rule absolute to enter a nonsuit.—9 Up. Can. Law Jour. 323.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

The Cour de Cassation, reversing a judgment of the tribunal civil of Montron, has decided that a lady married under the *regime dotal* (with a settlement to her separate use), cannot exercise her power of appointing the settled property among her children by any act *inter vivos*—at least, unless the only object of the appointment was the advancement (*établissement*) of the children.

A decision of some interest to the curious, and possibly of considerable importance to those who have commercial dealings with France, has recently been pronounced by the tribunal civil of Amiens.

By a law of the 28 Ventôse, in the year XI. of the Republic (19 Mar., 1803), Article 9, it is provided that witnesses to deeds of various specified kinds must be *French citizens*.

By the 34th and 42nd clauses of the penal code, bankrupts (amongst other persons) are deprived of all civil and political rights. In this case before the court, a notarial act (one of the specified deeds) had been witnessed by a M. Domart, a bankrupt merchant; and the question was, whether the deed was good.

The Court held that it was so, on the ground that the expression *French citizen*, in the law of the Republic, meant no more than *Frenchman*, and that the articles cited from the penal code were not intended to take away any rights of Frenchmen other than those specified. It appears, however, that the Cour de Cassation, the highest tribunal in France, decided this question in the same way on the 1st of June, 1824: notwithstanding which, the Court at Rouen, on the 13th of May, 1839, and the tribunal civil of Saint Briane, on the 4th of August, 1862, held the contrary; and, such are the blessings of a code, and of a system which is not "a system of case law," this conflict of decisions may go on for ever, unless an Act of the Legislature be interposed to settle the question.

REVIEW.

A Dialogue between a Doctor of Laws and a Student, touching the reasons why the Lord Chancellor's Land Transfer Act is not generally used. London. Henry Sweet, 1864.

This is a smart, well written little dialogue, apparently intended as a vindication of solicitors, as a body, from the Lord Chancellor's charge against them as the great obstruction to his land transfer scheme. The pamphlet before us, however goes much further than this, and refutes with great clearness and conciseness the "stock" fallacy, showing that an ordinary settlement of land to the uses of settled personalty is neither more expensive nor more troublesome than a similar settlement of the same amount of stock.

The writer also shows conclusively that, so long as landed property bears value in the market so far out of proportion to the return from it, as it now undoubtedly does, land owners will be inclined to adopt all expedients which the law permits to retain their estates in their families; and that, therefore, titles to land will be always as complicated as the law will allow. He advocates the abolition of estates tail, and the necessity of giving all trustees a power to sell the fee simple and divide the produce; and, though we entirely differ with him as to the expediency of such a course, and conceive that the use of estates tail has been, and is, of the greatest benefit to the country, still we perfectly agree with him that, unless and until that course be adopted, no scheme which can be devised will prevent the complication of titles to land.

ADMISSION OF ATTORNEYS.

Queen's Bench.

NOTICES FOR ADMISSION.

Trinity Term, 1864.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ADAMS, FRANCIS.—George Charles Richards, Redditch.

ALLEN, CHARLES JOHN.—Edmund George Lawrence, Waterloo-place, Pall-Mall.

ANDREW, EDWIN.—Robert Ascroft, Preston.

BALE, FREDERIC.—J. R. Lingard, Manchester.

BARRETT, JAMES BOWEN.—R. N. Howard, Weymouth.

BENNING, ALBERT FREDERICK.—John C. Fenwick, Newcastle-upon-Tyne.

BLACKBURNE, GILBERT IRELAND MONTAGU.—George William Nalder, Bristol; James Roger Bramble, Bristol.

BOND, JOSEPH JOHN.—Stephen Adcock, Cambridge.

BOWMAN, JOHN, M.A.—Edward J. Barker, Bristol.

BOX, MATTHEW HENRY.—Lewis Fry, Bristol.

BRIANT, APSLEY EBEN.—Michael Pope, 27, Austin-friars.

BRIGHT, ALFRED, M.A.—Frederick Pardoe, Bishop's Castle.

BROWNE, GEORGE FRANKLIN.—John Morris, Old Jewry.

BUSBY, GEORGE WILSON. — George Wilson, 11, New-inn, Strand.

BUSHBY, WILFRED.—Thomas Wright, Carlisle.

CHADDOCK, THOMAS. — Christopher Moorhouse, Congleton, Chester.

CHRISTIAN, HENRY SANDERS.—William Cropper, Liverpool; Henry Christian, Liverpool.

CLEMENTS, GEORGE MENZIES.—Thomas M. Cleoburey, 68, Cheapside.

CLEOBUREY, THOMAS MORTIMER, jun.—Thomas M. Cleoburey, 68, Cheapside.

CRAMMOND, EDWARD.—Francis William Mount, Sise-lane.

DAVIES, THOMAS CHARLES.—William Sale, Manchester.

DAVY, JAMES TRESILIAN.—Henry Davy, Ottery St. Mary, Devon.

EAGAR, WILLIAM.—Edward Kemp, 13, Beaufort-buildings, Strand.

EDMONDS, ROBERT.—Walter Hughes, 17, Bucklersbury.

EDWARDS, JOHN ALLEN.—Edmund Bryne, Southampton-buildings, but now of Whitehall-place.

FAIRBURN, ROBERT.—Charles Gould, Sheffield.

FOWKE, ROBERT.—William Games, Brecon.

FRANCE, HENRY.—George Henry Holt, Horbury.

FROST, WILLIAM BUCKLE.—Peter Edward Hansall, Norwich; Andrew A. C. Bristow, Bedford-row.

GERY, CHARLES ROBERT WADE, B.A.—Thomas T. Dibb, Leeds.

GOODMAN, FREDERICK.—Richard A. Goodman, 3, King's Bench-walk, Temple.

GORDON, FREDERICK.—Henry Minet, Ross.

GOULD, THOMAS, jun.—Henry Rogers, Sheffield.

HARVEY, JOHN KENTISH.—Mark H. Gregory, Wax Chandlers'-Hall; H. Gregory, Wax Chandlers'-Hall.

HEANE, RICHARD NOCK.—Henry Heane, Newport.

HENDERSON, ROBERT ANDREW.—Edwin Eddison, Leeds.

HOGAN, GEORGE HENRY.—William Burgon, Martin's-lane

HOLDEN, CHARLES HENRY.—Thomas Holden and Another, Bolton.

HOLDEN, FREDERICK.—Isaac O. Jones, Liverpool.

HOLMAN, FREDERICK.—John Lewis, Lewes.

HOLMES, CLARENCE.—Henry J. Farrar, Cranbrook.

HOOPER, WILLIAM HENRY.—John Harward, Stourbridge.

HUGHES, THOMAS EADY.—Charles L. Hughes, Lincoln; E. C. T. Johnson Petgrave, Bath; J. F. Swann, 9, Great James-street.

HUSSEY, JAMES.—Daniel James Lee, Bedford-row.

JEFFERIES, THOMAS HOPKE.—Henry Kinneir, Swindon.

JOHNSON, WILLIAM.—Daniel Fossick, Bloomfield-street, Finsbury.

KENNETT, GEORGE BUTTLER.—William Holt, Great Yarmouth.

KENSIT, GEORGE.—Thomas G. Kensit, Skinner-street.

LAING, THOMAS WARD.—William Williams, Lincoln's-inn-fields; William Ford, South-square, Lincoln's-inn.

LEA, HENRY WILLIAM HOPE.—Thomas Beard, Basinghall-street.

LEECH, ARTHUR.—Frederick Bishop, Stoke-upon-Trent.

LOCKETT, CHARLES HARRISON.—David Evans, Liverpool; Edwd. L. Rowcliffe, Bedford-row.

LOYNES, EDWARD BUNTING.—Robert Thurston Loynes, Wells-next-the-Sea.

LYNCH, JOHN.—Richard Teebay, Liverpool.

MAHER, MICHAEL.—George Edmonds, Birmingham.

MALLAM, DALTON ROBERT.—Thomas Mallam, High-street, Oxford.

MAY, AUGUSTUS WAKEFORD.—James B. May, Russell-square.

MEADOWS, HORACE HAWARD.—Henry Davies, Weston-super-Mare.

MERRIMAN, EDWARD BAVERSTOCK, M.A.—Samuel Benjamin Merriman, 25, Austin-friars.

MORGAN, FREDERICK.—John Callaway, Canterbury.

MYTTON, THOMAS.—Edward Wright, Leamington Priors, Warwick.

PEARSON, ALEXANDER GRADWELL BAGOT.—Francis F. Pearson, Kirkby Lonsdale.

PHILPOTT, JOHN AMHERST.—John Callaway, Canterbury.

PHILPOTT, HARRY JOHN VERNON.—William Davies, Haverfordwest.

PHIPPS, EDMUND.—Hugh Almond, Liverpool.

PHILLIPS, EDWARD CAMBRIDGE.—Jacob Phillips, Chippenham.

PRICE, ELLIOTT LLOYD.—Thomas Morgan, Cardigan.

READ, EDWARD.—Edward Bond, Leeds.

READE, WILLIAM, jun.—George B. Townsend, Prince's-street. Westminster.

RICHES, JOHN.—Robert George Smith, 35, Ebury-street, Pimlico.

RITSON, HERBERT.—Samuel Simpson, South King-street, Manchester.

RICHARDSON, ROBERT TAYLOR.—Thompson Richardson, Barnard Castle.

ROBERTS, CHARLES JAMES.—John Holgate, Rochdale.

ROBERTS, JOHN RICE, M.A.—William Blackmore, Liverpool.

ROBINSON, WILLIAM HOWARD.—William H. Haycock, Charterhouse-square.

ROPER, RICHARD HENRY TREVOR.—George Edward Trevor Roper, Mold Flint; George Boydell, Chester; T. Southgate, King's Bench-walk.

RUSSELL, WILLIAM CAMPBELL. — Edward C. Whitehurst, Basinghall-street; R. J. P. Broughton, Great Marlborough-street.

SAXTON, CHARLES.—C. P. Bartley, Somerset-street, Middlesex.

SEPPINGS, WILLIAM.—Hugh Robert Evans, Ely.

SEWELL, ROBERT.—Robert Sewell, Swaffham.

SHARP, ALFRED MARPLES.—Richard Lawson, Epworth, Lincoln; R. H. Dawson, Kingston-upon-Hull.

SHEA, CHARLES EDWARD.—William Shaw, Gray's-inn-square.

SHEARMAN, JAMES EDWARD, jun.—James Edward Shearman, 44, Mark-lane.

SOUTHEY, SYDNEY BENTHAM.—James Pix Cobb, Basinghall-street.

STEELE, ADAM RIVERS, jun.—Adam Rivers Steele, Bloomsbury-square.

STIFF, JOHN THOMAS CARLETON.—Courtenay C. Prance, Evesham.

STOKES, DAVID JOHN.—Solomon Bray, Birmingham; Gabriel Goldner, Chippenham.

STRICKLAND, JOHN GOODACRE.—Jacob Strickland, Bristol.

SUTCLIFFE, JOSEPH.—George Richardson, George-street, Manchester.

SWIFT, HUGH WILLOUGHBY.—Thomas E. Swift, Blackburn; J. Bolton, Blackburn; A. T. Robinson, Blackburn.

TANDY, FREDERICK.—Thomas B. Howard, Dudley; Arthur Ryland, Birmingham.

TATE, ALFRED.—Edward S. Donner, Scarborough.

THURGOOD, WILLIAM LANE.—William Thurgood, Saffron Walden, Essex; Edwin W. Field, 36, Lincoln's-inn-fields.

TUCKER, WALTER BURTON.—Charles L. O. Bartlett, Sherborne.

VOSPER, ALFRED SAMUEL MOON.—Charles Willesford, Tavistock.

WATSON, GEORGE.—William Watson, Barnard Castle, Durham.

WATSON, GEORGE ANTHONY.—George Watson, Fakenham.

WATSON, THOMAS.—Richard Thompson, Durham; John Watson, Durham; W. E. Duncan, 80, Basinghall-street.

WHITLOCK, HENRY.—John Moss, Derby; William Rowcliffe, Bedford-row.

WILDASH, FREDERICK CHARLES. — Ayerst Hooker, St. Swithin's-lane.

WILLIAMS, JOHN THOMAS.—Richard David Williams, Carnarvon.

WILLIAMS, RICHARD SMITH.—Francis Marriott, Manchester.

WILLIAMSON, EDWARD.—J. Wainwright, Wakefield.

WOOLLEY, PERCY.—Robert M. Shipman, Manchester.

WONTNER, BLANCHARD ALLEN.—Thomas Wontner, 26, Bucklersbury; T. B. May, 67, Russell-square.
YOUNG, JOHN FREDERICK, B.A.—John Young, Sise-lane.
YOUNG, THOMAS.—William Watson, jun., Barnard Castle, Durham.

Trinity Term, 1864, *pursuant to Judges' Orders.*

BIRCHAM, SAMUEL.—Robert Farre Dalrymple, 46, Parliament-street.
COOPER, FREDERICK WILLIAM.—William Frederick Cooper, New Church-street, Edgware-road; Robert E. Smith, 12, Bread-street, Cheapside.
HARROWELL, JAMES.—Jacob Michael, Barge-yard.
LAMB, SAMUEL BLACKMAN FRANCIS.—Samuel Blackman Lamb, Gray's-inn-square.
ROWLANDS, RICHARD.—John D. Pugh, Mold; Robert B. Griffith, Bangor.
SEDGWICK, ISAAC.—Edward Sidebottom, Hull.
STARKIE, THEOPHILUS WILLIAM.—Stephen Gerrard, Suffolk-street.
TATHAM, WILLIAM, jun.—William Tatham, Old Broad-street.

Trinity Vacation, 1864, *pursuant to* 23 *&* 24 *Vict. c.* 127.

BUCHANNAN, GEORGE.—James Walker, Whitby; John Buchannan, Whitby.
CAPEL, HENRY NELSON.—George Beck, Bedford-row.
COOK, JAMES, jun.—John H. Bingham, Carslake, Bridgwater.
DAVENPORT, ROBERT.—Thomas Smith James, Birmingham.
FOWLER, CHARLES WALTER.—Robert George Abraham, Ashburton.
MILLER, FRANCIS.—Henry Charles Chilton, Chancery-lane; Dalton T. Miller, Sherborne-lane.
PRICE, SAMUEL.—George B. Townsend, Prince's-street.
STANILAND, ROBERT WILLIAM.—Meaburn Staniland, Boston, Lincoln.
STEWART, WILLIAM HENRY.—William Stewart, Wakefield.
WILLDERS, JOHN WARIN.—Richard Caparn, Holbeach.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Easter Term, 1864.

INTERMEDIATE EXAMINATION.

The following gentlemen, whose names are arranged in alphabetical order, have passed the intermediate examination with distinction:—

ROBERT BROWN, the younger, aged 19, articled to Mr. Robert Brown, of Barton-upon-Humber.

HENRY JENNINGS, aged 25, articled to Mr. Thomas Wrake Ratcliffe, of London.

Number of candidates examined, 155; passed, 140; postponed, 15.

FINAL EXAMINATION.

The examiners have recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

1. WILLIAM GREGSON, the younger, aged 21, who served his clerkship to Mr. William Gregson, of Rochford; and Messrs. Austen & De Gex, of London.

2. JOHN PENN MILTON, aged 23, who served his clerkship to Mr. Christopher Childs, of Liskeard; and Mr. Robert Walker Childs, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Gregson, the prize of the Honourable Society of Clifford's-inn.

To Mr. Milton, a prize of the Incorporated Law Society.

The following candidates, whose names are placed in alphabetical order, have passed examinations which entitle them to commendation:—

WILLIAM GOODE DAVIES, aged 19, who served his clerkship to Messrs. Fenwick, Fenwick, & Falconar, of Newcastle-upon-Tyne; and Messrs. Pattison & Wigg, of London.

FREDERICK ELKINS, aged 21, who served his clerkship to Messrs. Hockley & Baker, of Guildford; Mr. William Blackman Young, of Hastings; and Mr. Robert Shuttleworth Gregson, of London.

CHARLES JOHN FOLLETT, B.C.L., aged 25, who served his clerkship to Mr. Winslow Jones, of Exeter.

The council have accordingly awarded them certificates of merit.

The undermentioned candidate would have been entitled to a certificate of merit if he had been under the age of 26:—

GEORGE BUTTLER KENNETT, aged 31, who served his clerkship to Mr. William Holt, of Great Yarmouth.

Number of candidates examined, 89; passed, 73; postponed, 16.

QUESTIONS AT THE FINAL EXAMINATION OF ARTICLED CLERKS, FOR EASTER TERM, WITH ANSWERS.

By J. BRADFORD, LL.B., and WALTER WEBB, a Clifford's Inn Prizeman, Solicitors.

III.—EQUITY AND PRACTICE OF THE COURTS.

1. On an original application for the appointment of a receiver, to whom should the application be made, and is there, or not, any difference in the practice when it is sought to supply a vacancy in the office?

Such original application should be made to the Master of the Rolls, or one of the vice-chancellors by motion in court. When it is merely sought to supply a vacancy, the application should be made by summons in chambers.

2. Will the Court of Chancery aid the defective execution of a power in favour of any, and, if any, what persons?

The Court will aid the defective execution of a power where the defect is not of the very essence of the power, in favour of a charity, a purchaser, a creditor, an intended husband, a wife, or a legitimate child (*Tollet* v. *Tollet*, 1 W. & T. 184).

3. Can a will be set aside in equity for fraud?

A court of equity will not entertain jurisdiction to set aside a will on the ground of fraud; the proper court is the Court of Probate. But where the fraud does not go to the whole will, or where the fraud is in unduly obtaining the consent of the next of kin to the probate, the Court will lay hold of these circumstances to declare the executor a trustee for the next of kin (Smith's Manual of Equity, 53, 54).

4. What is meant by the term "*cy pres*," as applicable to charitable bequests?

The term referred to is applied to the doctrine and practice of the Court of Chancery, in accordance with which property once devoted to charitable purposes remains so devoted, notwithstanding the failure or partial failure of the objects of the charity. Such a charitable fund is applied by the Court to purposes *as near as may be* in accordance with the charitable design of the founder.

5. A., by will, appoints B. executor. B. dies, and by his will appoints C. executor. Does C., by accepting the office, become the representative of A., and is he bound to administer A.'s estate?

If B. had accepted the office of executor to A., C., by accepting the office of executor to B., becomes the representative of A., and is, consequently, bound to administer A.'s estate.

6. Proposals of marriage are made to an infant ward of the Court of Chancery. What proceedings should be taken to obtain the sanction of the Court to the marriage?

Such an application is usually made by petition, which states the fact of the proposals, and prays an inquiry as to the fitness of the marriage, that a proper settlement may be approved and and executed under the direction of the Court, and that thereupon liberty may be given for the marriage to take place. This petition is generally adjourned into chambers. A summons is taken out to proceed thereon, proposals for the intended settlement are taken in, supported by the proper evidence, the settlement is approved, an order is drawn up, passed, and entered, sanctioning the marriage, and after the chief clerk has certified the execution of the settlement, the marriage may take place (*vide.* Cox's Equity Forms, 523).

7. How does the owner of property acquire a right, as against an adjoining owner, to the enjoyment of light and air. Under what circumstances will the Court of Chancery interfere, by injunction, to restrain any interference with such right?

The right is acquired by grant or by twenty years' actual and uninterrupted enjoyment, 2 & 3 Will 4, c. 71, s. 3. The Court will interfere by injunction when the Act complained of will abridge and diminish seriously and materially the ordinary comfort of existence to the occupiers, whatever their rank or station, or whatever their state of health may be. But, although it may be perfectly clear that the plaintiff is entitled to succeed in an action of trespass, the Court will not interfere by injunction where the degree of the injury is slight (*vide.* Shelford's Real Prop. Stats., p. 131).

8. When does an order to amend a bill become void?

In all cases where no other time is limited by the order, the plaintiff has fourteen days within which he may amend his

bill. If he neglects to do so within such period, the order becomes void.

9. What construction does the Court of Chancery put upon the word "survivor" in a will? Is it ever construed to mean "other," and, if so, under what circumstances? Point out the distinctive force of the word "other" in the expression "survivor or other of them."

The strict and literal meaning of the word *survivor* is departed from, where property being given in shares among several persons with a clause of accruer *inter se*, on a given event (as that of any one or more of them dying under twenty-one), it is held that the shares of those so dying go not merely to the survivor or survivors, properly so called, but to the other or others of the devisees or legatees, thereby conferring on pre-deceased devisees or legatees disposeable and transmissible interests. It seems, however, that the strict construction will prevail, unless the context points in an opposite direction. The distinctive force of the word "other" in the expression "survivor or other of them," is shown above, the word "other" referring to a pre-deceased object, whose representative would take the share he he would have taken had he been a survivor properly so called.

10. Will the Court of Chancery decree specific performance of a parol agreement to grant a lease? If so, under what circumstances?

The Court will decree specfic performance of a parol contract to grant a lease where it is fully set out in the bill, and is admitted by the answer of the defendant, who does not insist on the statute as a bar. As also where the contract was intended to be reduced to writing, which has been prevented by the fraud of the defendant. Or where there has been part performance, and the precise terms of the contract can be satisfactorily shown.

11. On what principle is the right and duty of contribution between sureties founded?

The contribution between sureties is said to be founded on the principles of "natural justice," and not on mutual contract express or implied. The right of contribution exists, whether the suretyship arises under the same or different instruments, and whether the sureties had knowledge of each others position, or not, if all the instruments are primary concurrent securities for the same debt. Where the security is intended to be only subsidiary, the party bound thereby cannot, of course, be compelled to contribute in aid of the principal surety or sureties.

22. Trustees of a settlement, made previous to the marriage of John with Sarah, have power to sell real estate with the consent of John and Sarah during their joint lives, or with the consent of John during his life if he should survive Sarah. John dies in the lifetime of Sarah. Can the trustees exercise the power?

The trustees in the case put cannot exercise the power of sale, as the consent required cannot be obtained.

13. Will the Court of Chancery enforce a voluntary trust?

In the leading case of *Ellison* v. *Ellison*, Lord Eldon lays down and acts upon the well-known rule, that where a trust is actually created, and the relation of trustee and *cestui que trust* established, a court of equity will, in favour of a volunteer, enforce the execution of the trust against the person creating the same and all subsequent volunteers (2 White & Tudor's L. C. 208).

14. After answer filed, within what time must a print of it be filed, and what, if any, is the consequence of not filing such print?

If a written answer is filed, before the expiration of four days from the filing thereof, a printed copy is to be left with the clerks of records and writs, and if such printed copy is not so left, the defendant is subject to the same liabilities as if no answer had been filed (*vide*. Orders of 6th March, 1860).

15. How far will the Court of Chancery construe words of recommendation or request as creating a trust by implication?

Words of recommendation or request addressed to a devisee or legatee respecting the destination of the property which is the subject of gift are interpreted by the Court of Chancery as obligatory where sufficiently definite, and have the effect of converting the devisee or legatee into a trustee for the persons who are the objects of such recommendation or request. Care should therefore be taken to exclude such an interpretation where it is not in accordance with the wishes of the testator,

IV. Bankruptcy and Practice of the Courts.

1. Name the officers of the Court of Bankruptcy in London, and shortly describe their duties.

The officers of the Court of Bankruptcy in London are, commissioners, an accountant, a taxing master, a staff of registrars, official assignees, and messengers. Each commissioner, when sitting, forms the Court of Bankruptcy, which has all the powers of the superior courts of law and equity. The registrars now discharge many of the ministerial duties of the court; but they have no power to hear disputed adjudications, or to allow or suspend an order of discharge. The messengers take possession of the bankrupt's property after the adjudication. The estate of the bankrupt vests in the official assignees, who, in the event of no creditor's assignee being appointed, must realise it; they must collect all debts due to the estate below £10, and audit the creditors' assignees' account.

2. Before whom may affidavits, required under the Bankruptcy Act, be made in Great Britain, or Ireland? In a colony? In foreign parts?

The affidavits are to be sworn—

(1.) In Great Britain and Ireland, before any Court acting in matters of bankruptcy, or before any registrar or taxing master thereof, or before any commissioner for administering oaths in chancery, or any of the superior courts of common law at Westminster, or before any officer of the High Court of Chancery, duly authorized to administer oaths in such court, or before a magistrate of the county, city, town, or place, where any such affidavit shall be sworn.

(2.) In a colony under the dominion of her Majesty, before any Court, judge, or person, lawfully authorised to take and receive affidavits, affirmations, or declarations.

(3.) In foreign parts, out of her Majesty's dominions, before a judge or magistrate, his signature being authenticated by the official seal of the court to which he is attached, or by a public notary, or before a British minister, consul, or vice-consul (24 & 25 Vict. c. 134, s. 207).

3. Does privilege of Parliament exempt a trader, who has committed an act of bankruptcy, from the operation of the Act of 1861, and does he stand in any, and what, position different from one who is not so privileged?

No. A trader having privilege of Parliament may be dealt with as any other trader, except that he cannot be arrested or imprisoned, save for felony or misdemeanour (Act of 1849, section 66).

4. Name the acts of bankruptcy by a non-trader.

They are the following, and an essential element of the first two is, that they be done with intent to defeat or delay his creditors:—(1.) Departing the realm, or, being out of the realm, remaining abroad. (2.) Making any fraudulent conveyance, gift, delivery, or transfer of his real or personal estate, or any part thereof respectively. (3.) Lying in prison for two calendar months under an arrest or detainer for debt. (4.) Escaping from custody when arrested, committed, or detained for debt. (5.) Filing in the court a declaration signed by the debtor, and attested by a registrar of the court, or an attorney, that he is unable to meet his engagements. (6.) Filing a petition, followed by an adjudication, in the foreign dominions of the Crown. (7.) Not paying or securing any judgment of £50, upon which a judgment-debtor summons has issued.

5. What formalities are required in order that an assignment by a trader, for the benefit of his creditors, shall not constitute an act of bankruptcy?

(1.) That a majority in number, representing three-fourths in value of the creditors of £10 or upwards, shall, in writing, assent to approve of such deed. (2.) That if a trustee or trustees be appointed by the deed, he or they shall execute the same. (3.) That the execution by the debtor be attested by an attorney or solicitor. (4.) That within twenty-eight days of the execution of the deed by the debtor, the same be left (duly stamped) at the office of the chief registrar, to be registered. (5.) Together with an affidavit by the debtor, or some person able to depose thereto, or a certificate by the trustee or trustees, that the required majority have, in writing, assented to or approved of the deed, and also stating the amount in value of the property and credits of the debtor comprised in such deed (6.) That the deed, before registration, be impressed with a stamp denoting a duty, besides the ordinary stamp duty, computed at the rate of five shillings per cent. on the certified value of the estate, but the maximum of such *ad valorem* duty shall be £200 (section 195). (7.) That, immediately on the execution thereof by the debtor, possession of all the property comprised therein, of which the debtor can give or order possession, shall be given to the trustees (B. A. 1861, §§ 92, 95, and orders).

6. A non-trader is in the sheriffs' spunging-house on a *capias*, what steps are to be taken to procure his liberty and protection?

The debtor should file a petition, praying an adjudication of

bankruptcy against himself, which, being obtained, he should apply for his discharge and protection.

7. What particulars must the schedule of a petitioner against himself contain?

Such schedule should contain a full, true, and accurate statement of his debts and liabilities of every kind, and of the names and residences of his creditors, and of the causes of his inability to meet his engagements.

8. Within what time after filing his petition must his schedule be filed?

Three days.

9. What is the effect of the order of discharge?

The order of discharge, on taking effect, discharges the bankrupt from all debts, claims, or demands proveable under his bankruptcy, and from the effects of any process for contempt of any court for non-payment of money, and from costs payable in consequence of such contempt (B. A., 1861, ss. 161, 165).

10. To what court does an appeal from the decision of the commissioner or judge of the county court lie, and within what time must it be entered?

An appeal lies to the Court of Appeal in Chancery, which consists of the Lord Chancellor, sitting alone, or together with one or both Lords Justices; or of the two Lords Justices. The time of appealing is twenty-one days from the date of the order appealed against; in the case of an appeal against an order of discharge, the time for appealing is thirty days.

11. Can payment be enforced of a note of hand by a bankrupt, in consideration of a debt incurred before his bankruptcy, given after adjudication, and before his discharge?

Payment of such a note cannot be enforced against the bankrupt.

12. What proportion in number and value of a non-trader's creditors must concur to enable him to petition under the 23 & 24 Vict. c. 147?

One-third in number and value of his creditors must concur.

13. Where an action is brought against a bankrupt, after his order of discharge, for a debt incurred before bankruptcy, included in his schedule, how does he proceed?

The bankrupt should appear, and plead the facts as to the time when the debt was incurred, and his order of discharge.

14. What are the rights of a surety for a bankrupt who has paid the debt, when it has not been proved by the creditor?

Such surety may prove in respect of the amount paid by him.

15. If a creditor holds a joint security from a bankrupt and another person, is he compelled to deliver up the joint security?

He is not compelled to deliver up the joint security, but may prove for the whole amount against the estate of the bankrupt, and may afterwards enforce the security against the other person, so far as it is unsatisfied.

V.—Criminal Law and Proceedings before Magistrates.

1. What is the amount of annual rent which limits the jurisdiction of justices to give possession to a landlord, as against a tenant from year to year, who holds over after a regular notice to quit?

Possession can be obtained by summary proceedings before two justices, where the term does not exceed seven years, and the rent is not more than £20 per annum, and no fine is reserved (1 & 2 Vict. c. 74).

2. Is a deposition on a charge of felony, taken by a justice's clerk in the presence of the prisoner and his attorney, and without objection by them, but in the absence of any justice, and afterwards read aloud in the presence of a justice, and of the prisoner and his attorney, who then cross-examine upon them, admissible in evidence on the trial of the prisoner in case of the death of the witness before the trial?

The deposition is not admissible, it not having *been taken* in conformity with the provisions of 11 & 12 Vict. c. 42, s. 17, which requires the depositions of the witness to be *taken down* in the presence of both the justice and the prisoner (*Reg.* v. *Watts*, 33 L. J. M. C. 63).

3. Is a prisoner tried summarily before justices in petty sessions under the Criminal Justice Act (18 & 19 Vict. c. 126) for larceny to an amount under five shillings, entitled to make his defence by counsel or attorney; and has a prisoner examined by one or more justices, on a charge of larceny to an amount above five shillings, with a view to send his case for trial to the assizes or sessions, if the evidence support the charge, the same privilege; and if there is a distinction in that respect between the two cases, what is the distinction, and what are its grounds?

In the case of the summary trial the prisoner is entitled, as of right, to make his defence by counsel or attorney, because the decision of the justices is final; but he is not, without the special leave of the justice or justices, entitled to such assistance in the case of the preliminary investigation of the charge.

4. Is a labourer, hired and paid by the week to do the ordinary work on a farm, who, by his master's orders, assists him on a Sunday to get in hay made on the farm during the preceding week, liable to a penalty under 29 Car. 2, c. 7, s. 1, which enacts "that no tradesman, artificer, workman, labourer, or other person whatsoever, shall exercise any worldly labour or business of his ordinary calling upon the Lord's day;" and is the master also within that Act? if not, on what ground is he not so? and is he punishable, and to what extent, for ordering the labourer so to assist him?

The labourer, if of the age of fourteen years or upwards, is, by the Lord's Day Act, to forfeit the sum of five shillings for every act of exercising any worldly labour or business of his ordinary calling upon the Lord's Day; but, although, as a general rule of law, *qui facit per alium facit per se*, yet it was decided in the case of *Cleworth* v. *The Justices of Leigh*, 12 W. R. 375, that the master who ordered and assisted his labourer to get in hay on the Sabbath was not liable to the penalties of the Act, which, in the execution of his master's orders, the labourer incurred. Cockburn, C.J., said—"The persons within this section may be, I think, divided into two classes—the employers of labour, and the employed. The only class referred to under the first head are 'tradesmen,' while under the second are found 'artificer, workman, labourer.' Then follows the general expression, 'or other person whatsoever.' But, according to the established rule, these words are to be construed as *ejusdem generis* with the particular words which precede them. Now, assuming for the present that the word 'labourer' includes agricultural labourer; yet it is plain that 'tradesman' cannot in any sense mean a farmer. . . . . I cannot say that farmer is *ejusdem generis* with 'tradesman.' The case may be open to the inconvenience and scandal arising from the fact that an agricultural labourer is liable to punishment, while the farmer who superintends or takes part with him will not be subject to the same punishment. But we cannot, on this account, extend the provisions of the statute beyond the proper acceptation which the words used bear, according to the established canons of construction." (See also *Reg.* v. *Sylvester and Another*, 33 L. J. M. C. 79.)

5. Will a conviction, under the Game Act of 1862 (25 & 26 Vict. c. 114, s. 2), by two justices in petty sessions, for obtaining game by unlawfully going on land in search of it, be vitiated by the presence on the bench of a third justice, who is a member of an association for the preservation of game in a district within which the land in question lies; such third justice making observations during the hearing of the case upon the evidence given, but not voting or taking any part in the decision?

From the cases which have been decided upon the maxim *nemo debet esse judex in propriâ sua causa*, it would seem that the conviction, under the circumstances, would be vitiated. A justice of the peace, who is interested in a matter pending before the Court of Quarter Sessions, cannot take any part in the proceedings, unless, indeed, all parties know that he is interested and consent, either tacitly or expressly, to his presence and interference (*Reg.* v. *The Cheltenham Commissioners*, 1 Q. B. 469). It has been recently held that the presence of one interested magistrate will render the Court improperly constituted, and vitiate the proceedings, it being no answer to the objection that there was a majority in favour of the decision, without reckoning the vote of the interested party. (*Reg* v. *The Justices of Hertfordshire*, 6 Q. B. 753).

6. Where one person steals goods, and another obtains goods by false pretences in one county, and each of them removes the goods so stolen and obtained into another county, is each, or either, and which of them, indictable for his offence in the latter county? and, if there be any difference in that respect between the two cases, what is the difference, and what is the reason for it?

The thief may be indicted in that part of the United Kingdom to which he has removed the goods (24 & 25 Vict. c. 96, s. 114). But he who obtains goods by false pretences must be indicted in the county where the offence was committed, this being a misdemeanour to which the above enactment does not apply.

7. Can an objection to the validity of a township poor-rate, which has not been appealed against, and as to which the time for appeal has passed, be raised upon a summons for non-payment of the rate by a person rated upon the face of the rate-

book, but who did not, in fact, occupy any rateable property within the township?

The validity of the rate cannot be raised upon a summons for the non-payment thereof; the ratepayer having failed to avail himself of the statutory opportunity to contest its validity (10 & 11 Vict. c. 34, s. 185).

8. Does a contract by a workman in the leather manufacture to do a certain work in that manufacture for an employer for a stipulated sum, under £5, and within a specified time, and not to take any other work till that is finished, constitute the relation of master and servant between them during so much of the specified time as the work remains unfinished, so as to enable the workman to recover the stipulated sum before a justice in a summary way?

The contract whereby the workman exclusively engages himself till the work is finished constitutes the relation of master and servant, so as to entitle the latter to recover the stipulated sum before a justice in a summary way, under 13 Geo. 2, c. 8, s. 7, and 4 Geo. 4, c. 34 (see *Ex parte Gordon*, 12 L. J. M. C. 12).

9. Up to what age, and after how long a duration of imprisonment, is a youth liable to be sent to a reformatory school? What is the longest time for which he may be detained there? And is a summary conviction as an idle and disorderly person, under the Vagrant Act, for wandering abroad and begging, followed by the requisite length of imprisonment, sufficient in point of law to authorise his being so sent?

A juvenile offender under the age of sixteen is liable to be so sent after he shall have been convicted and sentenced to receive fourteen days' imprisonment, at the least; the offender may be ordered to be detained for a period not less than two, nor more than five, years (17 & 18 Vict. c. 86). A youthful vagrant, if previously sentenced to the required imprisonment, may be sent to the reformatory school.

10. Is a person charged with riding on a footpath (for which the Highway Act, 5 & 6 Will. 4, c. 50, s. 72, inflicts a penalty of not more than forty shillings over and above damages, and an imprisonment for not more than three months, if there be no sufficient goods on which to levy the penalty), and a person charged with being the father of an illegitimate child, against whom an order of affiliation is sought (the non-compliance with which, if there be no sufficient goods whereon to levy the amount ordered, would, under 8 & 9 Vict. c. 10, s. 8, subject him to the like imprisonment), both competent witnesses in their own defence? And, if not, what is the difference between them in that respect, and what is the reason of such difference?

The person charged with riding on a footpath is not a competent witness in his own defence (14 & 15 Vict. c. 99), but the putative father, against whom an affiliation order is sought, is competent, for this is in the nature of a civil proceeding, and therefore not within the above statute.

11. Is a servant, who, contrary to orders, takes his master's corn to feed his master's horses, guilty of felony, or of any, and what, other offence; and is such offence cognizable by justices, and how punishable?

The offence in question is a felony at common law; but by the statute 26 & 27 Vict. c. 103, s. 1, it is enacted that no such servant shall for the future he proceeded against for felony, but, on conviction before justices, he may be ordered to be imprisoned for any term not exceeding three months with or without hard labour, or to pay a fine not exceeding £5. But the justices may dismiss the charge if they think it too trifling, or that there be circumstances in the case which render it inexpedient to inflict a punishment.

12. Are justices warranted in refusing a spirit license, without any regard to the character of the applicant, or the wants or convenience of the neighbourhood, upon the general ground that they disapprove of the sale of spirits?

It would be very unwarrantable of the justices to refuse the license solely upon the above ground.

13. Is it imperative, or optional, with justices who dismiss a charge of assault, after hearing the case on its merits, to give the accused an order of dismissal, and a certificate of such dismissal, in order to bar a second complaint for the same cause? and, if one be imperative, and the other optional, state which, and the reason for the distinction.

If the justices upon the hearing of any such case of assault or battery, shall deem the offence not to be proved, or shall find the assault or battery to have been justified, or so trifling as not to merit any punishment, and shall, accordingly, make an order of dismissal, they shall forthwith make out a certificate of dismissal, and deliver it to the party against whom the complaint was preferred (24 & 25 Vict. c. 100, s. 44). The justices who have dismissed the charge are bound to grant the certificate (*Hancock* v. *Somes*, 20 L. J. M. C. 196).

14. What is the distinction between the information necessary to warrant a summons, and the information necessary to authorise a warrant to apprehend a person?

The information or complaint, in the first case, may be by parol, and no oath is necessary; but where a warrant in the first instance is applied for, the information, in writing and upon oath, must be laid before the justices. (4 Steph. Com. 426, 5th ed.)

15. If the witnesses are ordered out of court previous to the commencement of the hearing of a case in petty sessions, and one of them disobeys the order and remains in court, are the justices at liberty to reject his evidence?

His testimony cannot be rejected, and the justices have no power of punishing him for the disobedience. (*Chandler* v. *Horne*, 2 M. & R. 423; Oke's Mag. Syn. 124.)

COURT PAPERS.

Court of Chancery.

TRINITY TERM, 1864.

LORD CHANCELLOR.
Lincoln's Inn.

Monday May 23	App. mtns. & apps.
Tuesday 24	No Sitting — Her Majesty's Birthday
Wednesday 25	Ptns. & apps. in bkcy. & apps.
Thursday ..26	Appeals.
Friday 27	
Saturday ..28	Apps. in bkcy. & apps.
Monday 30	Appeals.
Tuesday 31	
Wedn. June 1	Apps. in bkcy. & apps.
Thursday .. 2	App. mtns. & apps.
Friday..... 3	Appeals.
Saturday .. 4	Apps. in bkcy. & apps.
Monday 6	Appeals.
Tuesday 7	
Wednesday 8	Apps. in bkcy. & apps.
Thursday .. 9	App. mtns. & apps.
Friday.....10	Appeals.
Saturday ..11	Petns., apps. in bkcy. & apps.
Monday 13	App. mtns. & apps.

NOTICE.—The days (if any) on which the Lord Chancellor shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery-lane.

Monday May 23	Mtns. & gen. pa.
Tuesday 24	No Sitting — Her Majesty's Birthday
Wednesday 25	General paper.
Thursday ..26	
Friday 27	
Saturday ..28	Petns., sht. caus., adj. sums., and general paper.
Monday 30	General paper.
Tuesday 31	
Wedn. June 1	
Thursday .. 2	Mtns. & gen. pa.
Friday..... 3	General paper.
Saturday .. 4	Petns., sht. caus., adj. sums., and general paper.
Monday 6	General paper.
Tuesday 7	
Wednesday . 8	
Thursday .. 9	Mtns. & gen. pa.
Friday.....10	General paper.
Saturday ..11	Petns., sht. caus., adj. sums., and general paper.
Monday 13	Mtns. & gen. papr.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.
Lincoln's Inn.

Monday May 23	App mtns. & apps.
Tuesday 24	No Sitting — Her Majesty's Birthday
Wednesday..25	Appeals.
Thursday ..26	
Friday 27	Ptns. in lunacy, app. petns., and apps.
Saturday ..28	Appeals.
Monday 30	
Tuesday....31	Apps.from the Cty. Palatn. of Lancstr. & apps.
Wedn. June 1	Appeals.
Thursday .. 2	App. mtns. & apps.
Friday..... 3	Petns. in lunacy, app. ptns., and apps.
Saturday ... 4	Appeals.
Monday 6	
Tuesday 7	
Wednesday.. 8	
Thursday .. 9	App. mtns. & apps.
Friday 10	Petns. in lunacy, app. petns, and apps.
Saturday ..11	Appeals.
Monday 13	App. mtns. & apps.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. SIR R. T. KINDERSLEY.
Lincoln's Inn.

Monday May 23	Mtns., adj. sums., & gen. pa.
Tuesday 24	No Sitting — Her Majesty's Birthday
Wednesday 25	General paper.
Thursday ..26	
Friday 27	Ptns., adj. sums., & general paper.
Saturday ..28	Sht. causes, adj. sums., & gen. pap.
Monday 30	General paper
Tuesday ..31	
Wedn. June 1	
Thursday .. 2	Mtns., adj. sums., & gen. pa.
Friday 3	Petns., adj. sums., & general paper.
Saturday .. 4	Sht. causes, adj. sums., & gen. pa.
Monday 6	General paper.
Tuesday 7	
Wednesday.. 8	
Thursday .. 9	Mtns., adj. sums., & gen. pa.
Friday.....10	Ptns., adj. sums., & general paper.
Saturday ..11	Sht. causes, adj. sums., & gen. pa.
Monday 13	Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR JOHN STUART.
Lincoln's Inn.

Monday May 23	Mtns. and causes.
Tuesday 24	No Sitting — Her Majesty's Birthday
Wednesday .25	Causes.
Thursday ..26	
Friday.....27	Petitions & causes
Saturday ..28	Sht. causes & caus-

Monday 30
Tuesday ....31 } Causes.
Wedn. June 1
Thursday .. 2..Mtns. and causes.
Friday .... 3..Petitions & causes.
Saturday .. 4..Sht. caus. & causs.
Monday 6
Tuesday .... 7 } Causes.
Wednesday 8
Thursday ....9..Mtns. and causes.
Friday.....10..Petitions & causes.
Saturday ..11..Sht. causes & caus.
Monday ....13..Motions.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. Sir W. P. WOOD.
Lincoln's Inn.
Monday May 23..Mtns. & gen. pa.

Tuesday ....24 { No Sitting — Her Majesty's Birthday
Wednesday .25
Thursday ..26 } General paper.
Friday.....27
Saturday ..28 { Petns., sht. caus., & general paper.
Monday 30
Tuesday ....31 } General paper.
Wedn. June 1
Thursday .. 2..Mtns. & gen. pa.
Friday..... 3..General paper.
Saturday .. 4 { Petns., sht. causes, & general paper.
Monday 6
Tuesday .... 7 } General paper.
Wednesday 8
Thursday .. 9..Mtns. & gen. pa.
Friday.....10..General paper.
Saturday ..11 { Petns., sht. causes & general paper.
Monday ....13..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

Queen's Bench.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir Alexander Edmund Cockburn, Bart., Lord Chief Justice of Her Majesty's Court of Queen's Bench, in and after Trinity Term, 1864.

In Term.

Middlesex.	London.
1st sitting, Thursday, May 26	There will not be any sitting during Term in London.
2nd " Thursday, June 2	
3rd " Thursday " 9	
For undefended causes only.	

After Term.

Middlesex.	London.
Tuesday ..... June 14	Tuesday ..... June 28

The Court will sit at ten o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

The Associates' Offices will be closed on Tuesday the 24th May, being the Queen's Birthday. Causes for trial at the first sitting must be entered not later than Monday, the 23rd May.

Common Pleas.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir William Erle, Knight, Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster, in and after Trinity Term, 1864.

In Term.

Middlesex.	London.
Thursday .....May 26	Tuesday .....May 31
Thursday .....June 2	Tuesday ....June 7

After Term.

Middlesex.	London.
Tuesday ..... June 14	Monday ..... June 27

The Court will sit during and after Term at ten o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Tuesday, the 24th May, being the Queen's Birthday, the Associates' Office will be closed on that day. Causes for trial at the first sittifg in Middlesex, must be entered not later than Monday, May 23.

Exchequer of Pleas.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir Frederick Pollock, Knight, Lord Chief Baron of her Majesty's Court of Exchequer, in and after Trinity Term, 1864.

In Term.

Middlesex.	London.
1st sitting, Thursday, May 26	There will not be any sittings during Term in London.
2nd ,, Thursday, June 2	
3rd ,, Thursday ,, 9	

After Term.

Middlesex.	London.
Tuesday .....June 14	Monday ..... June 27

The Court will sit during and after Term at ten o'clock.

Tuesday, the 24th May, being the Queen's Birthday, the Associates' Offices will be closed on that day. Causes for trial at the first sitting must be entered not later than Monday, the 23rd May.

PUBLIC COMPANIES.

RAILWAY BILLS.

The second committee on metropolitan railways, to which has been assigned for consideration four of the new schemes from the original committee, met, on the 9th of May, in room No. 4. The committee consists of Mr. Hassard (chairman), Colonel Knox, Mr. Knightley, Mr. A. Smith, and Lord Dunkellin. Mr. Coleridge, Q.C., explained the merits of the Metropolitan Railway Company's proposed extension to Notting-hill and Brompton. In Lord Redesdale's committee, the Erith Tramways Bill was passed. It authorises Lieutenant-Colonel Wheatley to construct tramways from the ballast pits or cliffs at Erith to the wharves on the river and to the North Kent line. The bills for the Edgeware, Highgate, and London (branch) and Chichester Harbour Enbankment were also passed.

PROJECTED COMPANIES.

Independent Fire Insurance Company (Limited).

Capital, £1,000,000, in 40,000 shares of £25 each.
Bankers—The Metropolitan and Provincial Bank, Cornhill.
Solicitors—Messrs. Bennett & Stark, 4, Furnival's-inn.
Secretary—Mr. George Drew Hodges.
Offices—29, Nicholas-lane, Lombard-street.

This company has for its purpose the transaction of fire insurance business only, to the exclusion of other branches of business not unusually associated with it under the same direction, and operating upon the same capital.

Eastern Exchange Bank (Limited), Liverpool.

Capital, £2,000,000, in 100,000 shares of £20 each. First issue, 50,000 shares.
Solicitors—Messrs. Lace, Banner, Gill, & Lace, Liverpool.
Secretary—A. E. Pelly, Esq.
Temporary Offices—17, Brown's-buildings, Exchange, Liverpool.

This company is formed to supply Liverpool with a bank connected with the Mediterranean, the East Indies, China, and the East generally, for the purpose of affording especial facility in Exchange transactions.

Land Credit Company of Ireland (Limited).

Capital, £1,000,000, in 20,000 shares of £50 each. First issue, 10,000 shares.
Bankers—London: London Bank of Scotland, Old Jewry; Ireland: Provincial Bank of Ireland and Branches.
Solicitors—London: Messrs. Sudlow & Co., 8, Manchester-Buildings, Westminster, S.W.; John Rand Bailey, Esq., 8, Tokenhouse-yard, E.C.; Dublin: Messrs. David and Thomas Fitzgerald.
Secretary, *pro tem.*—Mr. Ferrand Oliphant.
Temporary Offices—15, Tokenhouse-yard.

This company has been formed with the view of developing the agricultural, manufacturing, commercial, and mineral resources of Ireland, and providing for that country those pecuniary facilities which have so much contributed to the advancement and prosperity of the other portions of the United Kingdom.

It is proposed that this company should act—

First. As a finance company, for negociating and making advances upon approved real and personal securities, and, if necessary, the using and dealing in the same; the taking contracts for railways and other works; the receiving moneys on deposit, and generally transacting financial business as principal or agent.

Secondly. As a land credit company, for buying, selling, making advances on, and dealing in real property of all descriptions and tenures, and of all estates and interests therein, including the erection of buildings thereon, and improving or repairing the same.

Thirdly. As a land improvement company, for reclaiming, draining, and improving lands, and making and constructing roads, and executing all works; and, either as principal or agent, making estimates and entering into contracts for the same.

Fourthly. As agent, by affording facilities for the association of capitalists desirous of taking a limited interest in remunerative undertakings of a local character, either privately or by introducing them to the public.

Between the years 1853 and 1863 Parliament has granted sums amounting to £8,600 for the expenses of the commission for the publication of the ancient laws and institutes of Ireland. The work appears to be making satisfactory progress.

In the Lower House of Convocation, a few days ago, Archdeacon Denison presented the following gravamen, bearing forty-one signatures, members of Convocation:—"That a remarkable instance of the injury which is caused to the Church by the confusion of jurisdictions now involved in the constitution of the Appeal Court, in respect of questions of alleged false doctrine, is found in the present position of the endeavour made by this House, June 21, 1861, to procure a synodical condemnation of the book entitled "Essays and Reviews," inasmuch as the Upper House (which had directed the appointment of the committee of this House), in acknowledging, July 9, 1861, the communication of the resolution of this House, founded upon the report of the committee, declared it 'expedient to adjourn the further consideration of the subject, pending the course of a suit instituted against one of the writers in the said book,' on the specific ground that 'the president of this synod and other bishops, privy councillors, might, in the course of appeal, have to decide the said suit judicially.' That the suit having now been brought to a close, the injury done to the Church by the delay of synodical judgment may be in part repaired by proceeding to such judgment." On the motion of the Venerable Archdeacon, the gravamen was sent to the Upper House.

With reference to this gravamen the *Times*, a day or two after it was presented, remarked,—

This gravamen, which will only be understood by those who are thoroughly initiated in the mysteries which hang around the technical terms which are used to convey the simplest ideas in connection with the proceedings of Convocation. It was stated, by request, "that the members of the Lower House of Convocation who attended the Prolocutor to the Upper House on Wednesday, the 20th of April, did so in their capacity of assessors, and that the gravamen presented by the Prolocutor on the subject of "Essays and Reviews" was not presented as the act of the Lower House, but as a gravamen signed by individual members of the House." The gravamen alluded to was that so severely denounced by the Bishop of London in his speech of Thursday. It bore the signatures of forty members of the Lower House, but was known to be the production of the Venerable Archdeacon Denison, and called upon their Lordships to redeem their promise to proceed synodically with "Essays and Reviews" so soon as the matter had left the courts of law. Curiously enough, the Dean of Westminster (Dr. Stanley) was one of the assessors who presented this gravamen to the Upper House, but he did not, of ocurse, in that capacity, pledge himself in any way to the contents of the document presented. Any individual clergyman, or any number of clergymen of the Lower House, enjoy the right of presenting gravamina to the Upper House, and if the particular gravamen can command the assent of the Lower House, as a body, it is no longer a gravamen, but an *articulus cleri*. When the Prolocutor has either a gravamen, an *articulus cleri*, or any other matter, to present to the Upper House, he names, off-hand, five or six gentlemen to accompany him, and among those whom he nominated when he went to present the gravamen on "Essays and Reviews" was Dean Stanley, who probably sympathised quite as little with it as the Bishop of London. It seems a doubtful point of Convocation practice whether a gravamen can be formally read in the Upper House; but the same doubt does not, of course, apply to an *articulus cleri*, which is a far more serious affair.

On the motion of Canon Selwyn, the following *articulus cleri*, presented to the Upper House on 22nd of June, 1859, was again sent, with an earnest request that their Lordships would take the same into their consideration:—"That the Act to amend the law relating to divorce and matrimonial causes in England, passed in the year 1857, has materially changed the law of marriage, and is felt to press hardly upon the clergy, and ought, therefore, to be amended. That this House, fully recognizing the supreme power of the Imperial Parliament to legislate for all estates of men within the realm, is of opinion that, when changes of the law are proposed which would affect the articles or canons of the Church, or the duties required of the clergy, it is desirable that the advice of the clergy in Convocation should be sought before the enactment of such changes. That this House, therefore, prays their Lordships of the Upper House to use their endeavours in Parliament to procure the amendment of the said Act.

A New Crime.—A few days ago seven gipsies were charged before the Rev. Uriah Tonkin, at Hayle (Cornwall), with sleeping under tents, and were each committed to twenty-one days' imprisonment in the county gaol, with hard labour. The party consisted of mother and six children, aged 20, 16, 15, 13, 10, and 8 years. Mr. Tonkin has since written a letter to the *Times*, in which he states that the offence for which these poor people were punished consisted in "sleeping under tents, having no visible means of subsistence, and not giving a good account of themselves." This does not seem to us to improve his case at all.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BEGG—On May 5, at Abbey-gardens, St. John's-wood, the wife of David G. Begg, Esq., Barrister-at-Law, of a son.

BROOKS—On May 4, at 67, Avenue-road, Regent's-park, Louisa Jane, the wife of George H. Brooks, Esq., of Doctor's-commons, of a son.

CONOLLY—On May 8, at Langley, Bucks, the wife of Edward T. Conolly, Esq., Barrister-at-Law, of a son.

FARRANT—On May 10, at Mariville, Llandudno, the wife of Robert Farrant, Esq., Solicitor, of a son.

HERON—On May 8, at Ely-place, Holborn-hill, the wife of Mr. John Rippon Heron, Solicitor, of a son.

KENT—On May 6, at Waveney Bank House, Beccles, Suffolk, the wife of Alfred Kent, Esq., Solicitor, of a son.

MOSSOP—On May 4, at Oakley Lodge, Chelsea, the wife of Mr. Charles Mossop, Esq., Solicitor, of a daughter.

PERRIN—On May 5, at Queen's-road, Erith, the wife of Samuel Henry Perrin, Esq., Solicitor, of a daughter.

PORTER—On May 4, the wife of Richard Porter, Esq., Solicitor, Ipswich, of a son.

RUDD—On May 8, at St. Helier, Jersey, the wife of Eric Rudd, Esq., Barrister-at-Law, of a son.

MARRIAGES.

EVANS—HILL—On March 28, at St. Paul's Cathedral, Calcutta, Lewis Pugh Evans, of Calcutta, M.A., Barrister-at-Law, second son of John Evans, of Lovesgrove, in the county of Cardigan, Esq., J.P., to Veronica Harriet, third daughter of James Hills, Neechindepore, Kishnaghur, Esq.

HARRISON—MAULE—On May 4, at St. Mary's, Eynesbury, Hunts, the Rev. James Harwood Harrison, of Bugbrooke, in the county of Northampton, to Charlotte, daughter of the late George Maule, Esq., Solicitor for the Affairs of her Majesty's Treasury.

M'GUSTY—HAYES—On May 10, in Dublin, Alexander Delap M'Gusty, Esq., Barrister-at-Law, to Emily Margaret, second daughter of the hon. Edmund Hayes, one of the Judges of the Court of Queen's Bench.

DEATHS.

AUSTEN—On April 27, Adrian Frederick, youngest son of the late Francis Cobb Austen, Esq., of Doctor's-commons, and of Plaistow, Esq.

CHARLTON—On May 6, at Morpeth, Northumberland, in his 67th year, Anthony Charlton, Esq., Solicitor.

FRERE—On May 4, at Dun Gate, near Cambridge, aged 82, Mary, widow of the late William Frere, Esq., Serjeant-at-Law, and Master of Downing College, Cambridge.

MORLEY—On April 30, at his residence, Woodborough-road, Nottingham, Thomas Gregory Morley, Esq., Solicitor, aged 39.

PHILLIPS—On May 4, at Royston, Herts, Henry Phillips, Esq., Solicitor, of Thorne, Yorkshire, aged 32.

RENNOLLS—On May 9, at 37, Thornhill-square, Barnsbury, William Rennolls, Esq., Solicitor, of Lincoln's-inn-fields, aged 57.

LONDON GAZETTES.

Professional Partnerships Dissolved.

Friday, May 6, 1864.

Lawrence, Geo, Robt Edwin Smith, & John Thos Fawdon, Attorneys and Solicitors, Bread-st, Cheapside. April 30. By mutual consent, as far as regards the said George Lawrence.

Poncione, John Paul, & John Peed Smith Nicholson, Attorneys and Solicitors, Raymond-buildings, Gray's-inn. By mutual consent. From the 15th April last the business continued by John Paul Poncione alone.

Winding-up of Joint Stock Companies.

Tuesday, May 3, 1864.

Limited in Chancery.

Ripponden and District Spinning Company (Limited).—Master of the Rolls order to wind-up April 23.

Tuesday, May 10, 1864.

Limited in Chancery.

Canadian Native Oil Company (Limited).—Petition presented to the Master of the Rolls on May 2, to be heard May 28. Miller & Smith, Chatham-pl, Blackfriars.

Exhall Coal Mining Company (Limited).—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Wm Westcott, 35, Coleman-st, London, Official Liquidator of the company.

London and Mediterranean Steam Navigation Company (Limited).—The creditors are, on or before June 15, to prove their debts or claims before John Ball, the Liquidator, at his office, 3, Moorgate-st. Hamber and Harrison, King's Arms yard, London, Solicitors for the Liquidator.

Friendly Societies Dissolved.

Friday, May 6, 1864.

Disley, Chester—Bud of Oak (Druids). May 2.

Meetings for Change to Arrangement.

Tuesday, May 10, 1864.

Taylor, Geo Cortlandt Buller, Cavalry Barracks, Canterbury, Lieut. H. M. 19th Hussars. Bankrupt, April 9. Meeting at the Court, London, May 24 at 2.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Tuesday, May 3, 1864.

Baker, John, Chester, Yeoman. June 2. Walker & Smith, Chester.

Bradbury, Robt, Hayfield, Derby, Shopkeeper. June 21. Johnson, Stockport.
Christmas, Wm, East Worldham, Southampton, Yeoman. June 18. Trimmer, Alton.
Coling, Robt, Gloucester, Ironmonger. June 4. Washbourn, Gloucester.
Dawson, Alf, Parton, nr Whitehaven, Secretary to Whitehaven Railway. May 16. Dawson.
Dearden, Josiah Heaton, Manch, Solicitor. June 16. Bellhouse & Bond, Manch.
Gregory, John, Walsall, Boiler Maker. June 24. Wilkinson, Walsall.
Hincken, Claus, Christian-st, St George's, Middlesex, Sugar Refiner. June 1. Morris & Co, Moorgate-st.
Howard, Sarah, Coleshill-st, Eaton-sq, Spinster. June 1. Strong, Jewin-st, E.C.
Lawrence, Mrs. Geo, York-st, Portman-sq. June 24. Abrahams, Bucklersbury.
Lloyd, Jas, Redditch, Worcester, Needle and Fish Hook Manufacturer. June 1. Amphlett, Redditch.
Matthews, Edwd, Chipping Camden, Gloucester, Gent. June 24. Kendall & Son, Bourton-on-the-Water.
Payne, Jas, Rotherfield, Sussex, Carpenter. June 21. Sprott, Mayfield.
Sawyer, John, Dallington, Sussex, Gent. Nov 1. Langham & Son, Hastings.
Tompsett, Sarah, Mayfield, Sussex, Spinster. May 27. Sprott, Mayfield.
Tustin, Chas, Aberystwith, Coach Proprietor. June 14. Stallard, Worcester.
Whiteman, Thos, North Kilworth, Leicester, Farmer. May 19. Iliffe & Co, Bedford-row, for Harris, Rugby.
Williams, Wm, Mayfield, Sussex, Esq. June 24. Sprott, Mayfield.
Williams, Chas, Cranbrook, Kent, Esq. July 1. Southee, Ely-pl.

FRIDAY, May 6 1864.

Aspland, Tunnard, Boston, Gent. July 6. Staniland & Wigelsworth, Boston.
Barton, Ann, Newcastle-upon-Tyne, Widow. June 2. Holtby, York.
Caster, Geo, Nottingham, Currier. June 3. Richardson, Old Jewry-chambers.
Darlison, Eliz, Wolvey, Warwick, Widow. June 7. Hubbard, Rugby.
Fenwick, Charlotte Flora, Wincanton, Somerset, Spinster. June 4. Mant & Co, Bath.
Harman, Mary, Enfield, Middx, Spinster. June 15. Paine & Layton, Old Broad-street.
Lawrance, Jas, Earnley, Sussex, Yeoman. June 1. Powell & Son, Chichester.
Leigh, Saml, Macclesfield, Silk Throwster. June 30. Higginbotham & Barclay, Macclesfield.
Powell, Joseph, Yanworth, Farmer. June 1. Messrs Nicholas Powell, Stowell Mill, and Adcock, Cold Aston, Executors.
Roberts, Thos, Millbrook, Southampton, Surveyor of Taxes. May 30. Beard, Chelsea.
Stickney, John, Tokenhouse-yard, London, Esq. July 4. Forbes & Horwood, Warnford-ct.
Wise, Jacob, Barston, Warwick. June 30. Chattock, Solihull.

TUESDAY, May 10, 1864.

D'Alton, Edwd, Birm, Brevet Lieut.-Col. H. M. Army. July 1. Sladen, King's Arm's-yard.
Dickinson, John, Bristol, Licensed Victualler, June 24. Hobbs, Bristol.
Freeman, Martha, Wakefield, York. July 9. Whitham, Wakefield.
Nevell, Chas, Twickenham, Middx. June 15. Woodbridge & Sons, Clifford's-inn.
Wyatt, John Anthony, Charles-st, Bethnal-green, Cabdriver. May 30. Low, Chancery-lane.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, May 3, 1864.

Calcott, Rev John, Lincoln College, Oxford, B.D. May 28. Bennett v Short, M.R.
Cryer, Willson, Ilkley, York, M.D. May 27. Fattenson v Russell, V.C. Kindersley.
Foot, John, Titchfield, Southampton, Grocer. May 31. Cooksey v Foot, V.C. Wood.
Foster, Richd Fredk, Salamanca-ter, Brompton, Clerk. May 25. Foster v Foster, V.C. Stuart.
Jarman, Daniel Bayly, Ramsgate, Kent, Gent. May 23. Jarman v Vye, V.C. Wood.
Peters, Chas, York-rd, Surrey, Licensed Victualler. May 25. Peters v Peters, M.R.
Peterson, Joseph, Moorend, Gloucester, Gent. May 28. Peterson v Peterson, V.C. Kindersley.
Pierce, Wm Matthews, West Ashby, Lincoln, Clerk. June 13. Pierce v Norcutt, V.C. Stuart.
Sheldon, Barbara, St Peter, Bedford, Widow. May 5. Mostyn v Mostyn, V.C. Wood.
Skipwith, Sir Thos Geo, Lowndes-sq, Middlx. May 23. Skipwith v Skipwith, M.R.
Street, Abiathar, Woodstock, nr Yeovil, Farmer. May 31. Howard v Street, V.C. Kindersley.
Wythe, Caleb, Guildford-st, Southwark, Carpenter. June 10. Wythe v Middleton, V.C. Stuart.

FRIDAY, May 6, 1864.

Burd, John, Manch, Calico Printer. June 1. Burd v Burd, V.C. Stuart.
Miller, John, Chalk Farm-rd, Camden-town, Baker. June 6. Miller v Miller, V.C. Stuart.
Mennell, John, Kingston-upon-Hull, Builder. June 1. Whittemore v Whittemore, V.C. Kindersley.
Potts, Geo, Newport, Esq., M.P. May 26. Potts v Combe, M.R.
Pugh, David, Llanerchydol, Montgomery, Esq. May 30. Maurice v Pugh, V.C. Wood.
Roberts, Geo, Buckland, Gloucester. July 6. New v Bonaker, V.C. Kindersley.
Rose, Thos Negus, Norfolk, Gent. May 27. Rose v Rose, V.C. Kindersley.
Smith, Sarah, Stafford, Spinster. May 28. Adams v Smith, M.R.
Willcock, Stephen, Canonbury-park, Islington, Builder. June 4. Willcock v Willcock, M.R.

TUESDAY, May 10, 1864.

Clark, Wm Bradshaw, Tuxford, Nottingham, Nurseryman. June 4. Bowman v Clark, V. C. Kindersley.
Kittmer, Charlotte Rice, Norwich, Spinster. June 6. Re Kittmer M. R.

Assignments for Benefit of Creditors.

TUESDAY, May 3, 1864.

Underwood, Jas, Bath, Baker. March 3. Perrin, Bristol.

TUESDAY, May 10, 1864.

Wardell, Jas Ranford, & Edwd John Rolls, Gresham-house, Ship and Insurance Brokers. Jan 18. Parker & Co, St Paul's Church-yard.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, May 3, 1864.

Ayers, Wm Hy, Newmarket, Grocer. April 13. Comp. Reg April 29.
Baird, Hugh, Leeds-rd, Bradford, Travelling Draper. April 7. Conv. Reg April 29.
Balls, Chas, Swindon, Wilts, Baker. April 5. Conv. Reg May 2.
Bilbe, Jas, Alma-st, Sheerness, Shipwright. April 5. Conv. Reg May 2.
Bray, Chas, Curles-cottage, New rd, Hammersmith, Builder. April 18. Asst. Reg April 30.
Lodge, Carter, Kirkburton, York, Plumber. April 5. Conv. Reg May 2.
Cock, Jas Hy, Redruth, Cornwall, Mine Share Broker. April 14. Conv. Reg April 29.
Cox, Mary, & Robt Wm Cox, Scholes, nr Rotherham, York, Farmers. April 7. Conv. Reg May 3.
Dickenson, John, Grand Parade, Portsmouth, Licensed Victualler. April 2. Conv. Reg April 30.
Durie, Alexander, Chittlehampton, Devon, Yeoman. April 7. Conv. Reg May 2.
Ellison, John, High-st, Poplar, Furniture Dealer. April 25. Comp. Reg April 30.
Fletcher, Chas, Wakefield-rd, Bradford, General Draper. April 11. Conv. Reg April 29.
Fozard, John, Chickenley Heath, nr Dewsbury, Manufacturer. April 13. Asst. Reg April 29.
Gibson, Wm, Peterborough, Baker. April 9. Asst. Reg April 29.
Green, Hy, Bradford, Clock and Watch Maker. April 4. Asst. Reg May 2.
Hall, Thos, Wilby, Northampton, Farmer. April 6. Conv. Reg April 29.
Hayley, Hy, Droylsden, Lancaster, Boiler Maker. April 6. Asst. Reg April 30.
Hill, John, Bristol, Tailor and Draper. April 5. Comp. Reg May 2.
Holt, John, Hopwood, Lancaster, Grocer. April 7. Conv. Reg April 30.
Hunter, Robt, & Danl Reeve, Ratcliffe Highway, Waterproof Clothing Manufacturers. April 5. Asst. Reg May 2.
Netherwood, Hy, Upperbridge, York, Innkeeper. April 16. Conv. Reg May 2.
Oatway, Geo, Barnstaple, Devon, Bootmaker. April 7. Asst. Reg May 2.
Sorge, Hy Phillips, Birkenhead, Professor of Music. April 4. Comp.
Peckham, Geo, Christchurch, Southampton, Outfitter. April 5. Comp. Reg April 29.
Sutton, Hy, Taunton, Printer and Bookseller. April 14. Asst. Reg May 3.
Vaux, Ralph Thos, Sunderland, Brewer. April 22. Asst. Reg April 30.
Vickerman, Thos Webster, Bridlington Quay, York, Grocer. April 7. Conv. Reg April 30.
Sprocesser, Otto, Watling-st, London, Importer of Foreign Goods. March 26. Conv. Reg April 29.
McAskill, Donald, South-st, Manchester-sq, Grocer. April 9. Conv. Reg April 29.
Morgan, Richd, Bridgend, Glamorgan, Road Surveyor. April 29. Comp. Reg May 3.
Payne, Thos, Silver-st, Greenwich, Clerk. April 12. Comp. Reg April 29.
Waghorne, Daniel Edwd, Gt Grimsby, Lincoln, Smack Owner. April 7. Comp. Reg April 30.
Waller, Richd, Baker-st, Portman-sq, Artist. April 2. Comp. Reg April 30.
White, Wm Hy, High-st, Shadwell, Export Butcher. April 14. Conv. Reg April 29.
Williams, Edwd Grey, & Hy Dixon, Lpool, Engineers and Machinists. April 2. Asst. Reg April 30.

FRIDAY, May 6, 1864.

Breffit, Edwd, Old Basford, Nottingham, Glove Manufacturer. April 28. Asst. Reg May 4.
Bye, Edmund, Bromell's-rd, Clapham, Zinc Worker. April 19. Comp. Reg May 6.
Chantrell, Geo Fredk, Lpool, Marble and Slate Manufacturer. April 9. Comp. Reg May 5.
Choules, Joseph, Badbury, Wilts, Innkeeper. April 8. Conv. Reg May 3.
Christmas, Eleazar, Watford, Coach Builder. April 28. Asst. Reg May 6.
Coe, Robt, Tilney-cum-Islington, Norfolk, Farmer. April 7. Conv. Reg May 3.
Cobb, Wm Thos, East Retford, Nottingham, Hosier. April 9. Conv. Reg May 6.
Cooke, Geo, Winchcomb, Gloucester, Grocer. April 14. Asst. Reg May 5.
Crossland, Parson, Earlsheaton, Dewsbury, Woollen Manufacturer. April 28. Comp. Reg May 5.
D'Acosta, Louis, Portland, nr Weymouth, Captain H. M. Army, unattached. March 26. Arr. Reg May 2.
Driver, Wm, Leeds, Druggist. April 25. Asst. Reg May 6.
Firth, Saml Geo, New Wortley, York, Shopkeeper. April 20. Conv. Reg May 5.
Hall, Chas Hudson, Ashborne, Derby, Grocer. April 4. Conv. Reg May 2.
Hall, Wm, Lamphey, Pembroke, House Builder. May 3. Conv. Reg May 5.
Hodgson, Wm, Birkenhead, Joiner. April 9. Asst. Reg May 6.
Hughes, Ellis, Abergele, Denbigh, Plumber. April 27. Comp. Reg May 4.
Hunt, Geo Warwick, Monmouth-rd, Bayswater, Captain 4th Hussars. April 5. Comp. Reg May 4.

Johnson, Fredk John, Moseley, Worcester, Comm Agent. April 30. Asst. Reg May 6.
Jones, Wm, Manch, Accountant. April 29. Asst. Reg May 4.
Lingford, Hy Chas, Sawley, Derby, Surgeon's Assistant. April 16. Conv. Reg May 4.
Marshall, Wm, Roche, Cornwall, Draper. April 7. Conv. Reg May 4.
Moll, Rudolph Fredk, Manch, Merchant. April 7. Conv. Reg May 5.
Mountcastle, Jabez Edmund, & Alex Mountcastle, Hackney-rd, Boot and Shoe Manufacturers. April 7. Asst. Reg May 5.
Newitt, John, Northampton, Shoe Manufacturer. May 3. Conv. Reg May 6.
Newman, Ebenezer, Portsea, Licensed Victualler. April 29. Conv. Reg May 4.
Parker, John, Leeds, Woollen Merchant. April 9. Conv. Reg May 6.
Read, John, St Paul's-ter, Camden Town, Tailor. April 26. Asst. Reg May 3.
Rill, Thos Tutt, Cambridge-heath, Middx, House Agent. April 28. Comp. Reg May 6.
Shaw, Stephen, Hulme, Manch, Livery Stable Keeper. May 4. Conv. Reg May 5.
Smith, Chas, Vauxhall-bridge-rd, Pimlico. Grocer. April 6. Comp. Reg May 4.
Tait, John, Rochdale-rd, Manch, Grocer. April 20. Comp. Reg May 5.
Taylor, Wm, Birkenhead, Chester, Ironmonger. April 6. Conv. Reg May 4.
Thomas, Philemon, St Athan, nr Cowbridge, Glamorgan, Ironmonger. April 23. Comp. Reg May 5.
Watermann, Louis, Lpool, Cap Maker. April 27. Comp. Reg May 6.
Williams, Joseph, Gloucester, Butcher. April 7. Comp. Reg May 5.
Worrall, Thos, & Joseph Harrison, Emerson, Warrington, Lancaster. Millers. April 7. Conv. Reg May 4.
Wright, Chas, Nottingham, Builder. April 9. Asst. Reg May 6.

TUESDAY, May 10, 1864.

Boulton, Wm, Stapelton, Gloucester, Boot Maker. May 3. Conv. Reg May 9.
Cotes, Wm, Nantwich, Chester, Auctioneer. May 7. Conv. Reg May 10.
Charlesworth, Saml, Nottingham, Grocer. May 3. Conv. Reg May 5.
Clark, Hy, Birstall, Leicester, Miller. April 16. Conv. Reg May 7.
Davis, Wm, King's-rd, Chelea, Grocer. May 5. Conv. Reg May 9.
Dray, Hy, Lewes, Sussex, Grocer. April 4. Comp. Reg May 2.
Elliott, John Wm, Modbury, Devon, Miller. April 12. Conv. Reg May 7.
Ebery, Saml, jun, Nuneaton, Warwick, Ribbon Manufacturer. May 2. Comp. Reg May 7.
Elliott, Chas, Nottingham, Grocer. May 2. Comp. Reg May 9.
Fellows, Edwd, Sheffield, Merchant. April 12. Conv. Reg May 9.
Ford, Wm Hy, East Stonehouse, Devon, Boot Maker. April 12. Conv. Reg May 7.
Guyton, Jas, Great Yarmouth, Publican. April 11. Conv. Reg May 7.
Gilliam, Richd, Dorking, Mason. April 25. Comp. Reg May 9.
Heath, John, Manch, Crinoline Manufacturer. April 8. Conv. Reg May 6.
Hodson, Nathaniel, Sheffield, Joiner. April 25. Conv. Reg May 10.
Hum, John, Colchester, Builder. April 18. Conv. Reg May 9.
Heigham, Thos, Oxford-ter, Cubitt-town, Builder. May 7. Release. Reg May 10.
Hart, Edmund, Nottingham, Lace Manufacturer. April 16. Comp. Reg May 9.
Harthan, John, & Ezra Harthan, Sandbach, Chester, Silk Throwsters. April 14. Comp. Reg May 9.
Hellawell, John, Skelmanthorpe, nr Huddersfield, Joiner. April 19. Conv. Reg May 10.
Jeakins, John Bishop, Uxbridge, Tailor. April 9. Conv. Reg May 7.
Jessop, Thos Wm, Minster, Kent, Tailor. April 7. Comp. Reg May 2.
Jones, Thos, Bedminster, Bristol, Beersellier. April 11. Conv. Reg May 6.
Knipe, Jas, & Thos Knipe, Church Coniston, Lancaster, Tailors. April 12. Asst. Reg May 6.
Kent, John Fredk, Croydon, Builder. April 28. Asst. Reg May 9.
Lyons, Geo Joseph, Streatham, Esq. May 7. Comp. Reg May 10.
Messenger, Joseph, Mirfield, York, Joiner. April 8. Conv. Reg May 6.
McMillan, Saml, Jubilee-pl, Commercial-rd, Custom House Officer. April 30. Arrt. Reg May 9.
Marsh, Lydia, Gloucester-st, Clerkenwell, Dealer in Watchmakers' Tools. April 14. Asst. Reg May 9.
Quintin, Augustus Fredk, Cheltenham, Attorney's Clerk, April 22. Arr. Reg May 6.
Reader, Robt, Holme-upon-Spaldingmoor, York, Publican. April 13. Conv. Reg May 7.
Roberts, John Simpson, Birm, Gun Manufacturer. April 29. Conv. Reg May 10.
Walker, Job, Lindley, Huddersfield, Innkeeper. April 19. Comp. Reg May 6.
Wrapson, Geo Hy, Maldon, Essex, Grocer. April 21. Conv. Reg May 6.
Wright, Thos, Burslem, Tailor. April 29. Comp. Reg May 9.

Bankrupts.

TUESDAY, May 3, 1864.

To Surrender in London.

Bird, Edmd Fredk, East Greenwich, Grocer. Pet April 30. May 17 at 1. Medcalf, Tokenhouse-yard.
Clarke, Thos, Morcott, Rutland, Lime Burner. Pet April 30. May 24 at 1. Wright & Bonner, London-st, and Law, Stamford.
Colyer, Wm, Limehouse, Grocer. Adj April 21. May 17 at 2. Aldridge.
Dod, Wm Hy, Farringdon-rd, Licensed Victualler. Pet April 28. May 17 at 12. Beard, Basinghall-st.
Elvery, Hy Jas, Stratford, Book-keeper. Pet April 28. May 24 at 11. Harcourt, King's Arms-yd.
Ewell, John, Sandwich, Kent, Clerk to an Attorney. Pet April 28. May 24 at 12. Harrison & Lewis, Old Jewry.
Gilliam, Thos, Mitcham, Innkeeper. Pet April 29. May 24 at 11. Scott, Staples-inn.
Hare, Geo Van, Stafford-pl, Pimlico, Circus Proprietor. Pet April 28. May 17 at 12. Kent, Cannon-st West.
Hills, Emma Spicer, Clapton, Schoolmistress. Pet April 30. May 24 at 1. Loe, Gray's-inn-sq.
Howe, Saml, Gt Portland-st, Marylebone, Bricklayer. April 28. May 17 at 12. Hooper, Southampton-bldgs.
Hurd, Wm, Radnor-st, King's-rd, Chelsea, Hot Water Apparatus Manufacturer. Pet April 28. May 24 at 12. Hill, Basinghall-st.
Kilpin, Chas, Paddington-st, Marylebone, Watchmaker. Pet April 28. May 24 at 12. Marshall & Son, Hatton-garden.
Martins, Richd, West-green, Tottenham, Cattle Salesman. Pet April 29. May 24 at 12. Hobbs & Geal, Cornhill.
Mitchell, Fredk, Vincent-ter, Islington, Clerk. Pet April 25. May 24 at 11. Layton, jun, Church-row, Islington.
Mullar, Arthur John, Marylebone-rd, out of business. Pet April 30. May 17 at 1. Preston & Dorman, Gresham-st.
Phillips, Andrew Farr, John-st, Edgware-rd, Publican. Adj April 21. May 24 at 1. Aldridge.
Phillips, Joseph, High-st, Poplar, Tailor. Pet April 29. May 24 at 11. Padmore, Westminster-bridge-rd.
Rahn, John, Wimborne-st, New North-rd, Clerk to an Auctioneer. Pet April 28. May 24 at 2. Hughes, Old Broad-st.
Shaw, John Edwin, Fleet-st, Tailor. Pet April 28. May 24 at 1. Beard, Basinghall-st.
Skelton, John Smith, Norwich, Tailor. Pet April 29. May 17 at 1. Miller & Bugg, Norwich.
Stevens, Wm, Rufford's-bldgs, Islington, Carpenter. Adj April 21. May 24 at 1. Aldridge.
Taylor, Geo, Brandon, Norfolk, Miller. Pet April 29. May 17 at 1. Nichols & Clark, Lincoln's-inn.
Tooley, Jas, jun, Downham-market, Norfolk, Currier. Pet April 29. May 24 at 12. Plimsaul, Gray's-inn.
Wheatley, Richd, jun, Albert-ter, Norwood New Town, Baker. Pet April 30. May 24 at 1. Orchard, John-st, Bedford-row.

To Surrender in the Country.

Abery, Hy, Wilts, Carpenter. Pet April 28. Warminster, May 16 at 11. Ponting, Warminster.
Booth, John, Warrington, Beerhouse Keeper. Pet April 28. Warrington, May 19 at 12. Day & Wood, Warrington.
Bury, John, sen, Mills Platting, nr Manch, Shopkeeper. Pet April 25. Manch, May 13 at 11. Cobbett & Wheeler, Manch.
Cambridge, Richd, Birm, Stonemason. Pet May 2. Birm, May 23 at 12. Allen, Birm.
Cranshaw, Moses, Manch, Journeyman Draper. Pet April 29. Manch, May 24 at 9.30. Richardson & Brandwood, Manch.
Colledge, Richd, Birm, Collector to a Life Insurance Company. Pet April 29. Birm, June 6 at 10. Clarke, Birm.
Denmark, Wm, Blackburn, Dealer in Salt. Pet April 29. Lancaster, May 14 at 12. Gardner, Manch.
Dent, Thos, Wolverhampton, Provision Dealer. Pet April 28. Wolverhampton, May 13 at 12. Bartlett, Wolverhampton.
Elliott, Wm, Gateshead, Joiner. Pet April 28. Newcastle-upon-Tyne, May 25 at 12. Dickinson, Newcastle-on-Tyne.
Garrard, Wm Jas, Halstead, Essex, Comm Traveller. Pet April 22 (for pau). Ipswich, May 18 at 11. Ross, Ipswich.
Hopkins, John Harding, Avening, Gloucester, Innkeeper. Pet April 29. Stroud, May 14 at 10. Clutterbuck.
Harrison, John, Stockport, Chester, Innkeeper. Pet April 29. Stockport, May 13 at 12. Howard, Stockport.
Hewland, Hy, Kingston-upon-Hull, Butcher. Pet April 29. Leeds, May 25 at 12. Walker, Hull.
Hickman, Edwd, Compton, Stafford, Farmer. Pet April 29. Stourbridge, May 20 at 10. Bartlett, Wolverhampton.
Hodge, Wm, New Brompton, Kent, Leading-man in Metal Mills H. M. Dockyard, Chath m. Pet April 26. Rochester, May 17 at 2.30. Hayward, Rochester.
Hogg, John Fowler, Kingston-upon-Hull, Com Agent. Pet April 28. Kingston-upon-Hull, May 12 at 11. Codd, Hull.
Holder, Wm, Portsea, Beer Retailer. Pet April 30. Portsmouth, May 13 at 11. Paffard, Portsea.
Howarth, Thos, Habergham Eaves, nr Burnley, Farmer. Pet April 29 (for pau). Lancaster, May 14 at 12. Gardner, Manch.
Ivins, Joseph, Clifton, nr Rugby, Carpenter. Pet April 28. Rugby, May 17 at 11. Overell, Leamington.
Jackson, Wm, Tranmere, Chester, Joiner. Pet April 30. Lpool, May 20 at 11. Gratton.
Jenks, Thos Jones, Lpool, Attorney's Clerk. Pet April 29. Lancaster, May 14 at 12. Gardner, Manch.
Jones, Thos, Porthihydd, Carmarthen, Shopkeeper. Pet March 15. Carmarthen, May 9 at 11. Rogers, Swansea.
Kay, Robt, Todmorden, York, Cotton Manufacturer. Pet April 22. Leeds, May 12 at 11. Richardson & Turner, Leeds.
Lewis, Jas, Birm, General Dealer. Pet April 29. Birm, June 6 at 10. East, Birm.
McRorie, Hy, Boston, Coach Builder. Pet April 29. Boston, May 14 at 11. Bailes, Boston.
Monck, Thos, Portsmouth, Fishmonger. Pet April 30. Portsmouth, May 13 at 11. Paffard, Portsea.
Newitt, Chas, Thame, Oxford, Furniture Broker. Pet April 29. Thame, May 17 at 1. Wood, Aylesbury.
Pardo, John, Fratton, Portsea, Builder. Pet April 29. Portsmouth, May 13 at 11. Paffard, Portsea.
Priestley, Jas, Ramsbottom, nr Bury, Provision Dealer. Pet April 29 (for pau). Lancaster, May 14 at 12. Gardner, Manch.
Richardson, Wm, Goldsworth, Woking, Publican. Pet April 30. Guildford, May 14 at 2. White, Dane's-inn and Guildford.
Ridley, Jacob, Newbiggin, Cumberland, Butcher. Pet April 27. Penrith, May 16 at 11. James, Penrith.
Smith, Joseph, Birm, Coppersmith. Pet April 29. Birm, May 26 at 12. Allen, Birm.
Smith, Richd, Chichester, out of business. Pet April 28. Chichester, May 13 at 10. Lamb, Brighton.
Story, Robt, Newcastle-upon-Tyne, Carpenter. Adj April 14. Newcastle, May 18 at 12. Hoyle, Newcastle-upon-Tyne.
Taylor, John, Arlecdon, Cumberland, Stonemason. Pet April 30. Whitehaven, May 17 at 10. Paitson, Whitehaven.
Wood, Christopher Hy, Heaton Norris, Lancaster, Licensed Victualler. Pet April 29 (for pau). Lancaster, May 14 at 12. Gardner, Manch.

FRIDAY, May 6, 1864.

To Surrender in London.

Aldridge, Sarah, Church-st, Stoke Newington, Widow. Pet May 2. May 24 at 11. Drew, New Basinghall-st.

Bird, Jas, George-st, Greenwich, Journeyman Baker. Pet May 2. May 24 at 2. Ody & Adams, Southwark.
Boulter, Wm, Lucan-pl, Hoxton, Plumber. Pet April 29. May 24 at 1. Dimsdale, Poultry.
Brett, Thos, Tollesbury, Essex, M.D. Adj May 2. May 31 at 11. Hughes & Co, Bucklersbury.
Blinkhorn, Hy, Southampton, Grocer. Pet May 4. May 24 at 2. Paterson & Son, Bouverie-st, and Mackey, Southampton.
Coppin, Fredk, Herne Bay, Commander, R.N. Adj April 15. May 24 at 2. Aldridge.
Dew, Moses, Gamlingay, Cambridge, Farmer. Pet April 8. May 24 at 1. Parker & Co, Bedford-row, and Day, St Neots.
Day, Wm Edwd, Thornton-ter, Camberwell, Printer's Reader. Pet May 2. May 24 at 11. Marshall & Son, Hatton-garden.
Field, Hy, Luton, Bedford, Straw Bonnet Manufacturer. Pet May 4. May 24 at 12. Buchanan, Basinghall-st.
Halsey, Geo, High-st-green, nr Hemel Hampstead, Licensed Victualler. Pet May 3. May 24 at 2. Bartley, Bucklersbury.
Hiatt, Edwd, St Aiban's-ter, Vauxhall-bridge-rd, Linendraper. Pet May 3. May 24 at 11. Pope, Austin-friars.
Jewell, Alfred Harwood Hale, Park-ter, New Brompton, Clerk. Pet May 2. May 24 at 11. Jay, New-inn.
Knowles, Wm, & Thos Dennis, Blenheim-ter, St John's-wood, Builders. Pet April 21. May 28 at 11. Bicknell, Connaught-ter.
Langley, Vincent Wm, Fakenham, Norfolk, Bricklayer. Pet May 3. May 24 at 11. Sadd, jun, Norwich.
Lanz, Geo Philipp, Rutland-ter, St John's-wood, Baker. Pet May 2. May 24 at 2. Jenkins, Nicholas-lane.
Loftus, Chas, Charlwood-st West, Pimlico. Pet May 4. May 28 at 11. Lamb, Gray's-inn-sq.
Mitchell, Margaret, Pembridge-gdns, Bayswater, Boarding-house Keeper. Pet April 30. May 24 at 2. Lewis, Raymond-bdgs.
Mansell, Hy Pierre Caleas, Cromwell-rd, Brixton, Clerk. Pet May 2. May 24 at 2. Clennell, South-sq.
Phillips, Edmnd, Albion-pl, Dorset-sq, Ball's Pond, Shopkeeper. Pet May 3. May 24 at 12. Waldron, Lamb's Conduit-st.
Parrett, John, Sussex-rd, Brixton, Boot Maker. Pet May 4. May 31 at 11. Chipperfield, Southwark.
Paget, Alf, Took's-ct, Castle-st, Law Stationer. Pet May 2. May 28 at 11. Weekes, New Boswell-ct.
Redrup, Wm, Lupus-st, Pimlico, Greengrocer. Pet May 4. May 28 at 11. Marshall, Lincoln's-inn-fields.
Seymour, Jas, East Garston, Berks, Baker. Pet May 3. May 24 at 12. Lewis & Co, Raymond's-bdgs.
Scott, Wm, Falcon-lane, Battersea, Gardener. Pet May 3. May 24 at 2. Holmes, Fenchurch-st.
Wallace, Robt, Buntingford, Hertford, Travelling Draper. Pet May 3. May 24 at 2. Batchelor, Serle-st.

To Surrender in the Country.

Atkinson, Jas, Newcastle-upon-Tyne, Tobacconist. Pet May 5. Newcastle-upon-Tyne, May 18 at 12. Joel, Newcastle-upon-Tyne.
Brown, Wm Wesley, Gee-cross, nr Hyde, Chester, Provision Dealer. Pet April 30. Hyde, May 25 at 12. Swan, Manch.
Bacon, John, Leeds, Wholesale Boot Manufacturer. Pet May 3. Leeds, May 19 at 12. Simpson, Leeds.
Beech, Geo, Hanley, Stafford, Beerseller. Pet May 4. Hanley, June 11 at 11. Sutton, Burslem.
Carter, Warren, Popehill, Pembroke, Grocer. Pet May 3. Bristol, May 20 at 11. Press & Inskip, Bristol.
Eglington, Jas, King's Lynn, Shoemaker. Pet May 3. King's Lynn, May 25 at 11. Ward, King's Lynn.
Edwards, Jas, Coventry, Baker. Pet May 2. Coventry, May 18 at 3. Smallbone, Coventry.
Goulden, John, Southampton, Beerseller. Pet May 3. Southampton, May 17 at 12. Mackey, Southampton.
Gillies, Alex, Sheffield, York, Brush Manufacturer. Pet May 3. Sheffield, May 19 at 1. Pattison, Sheffield.
Green, Robt, Hanham, Gloucester, Comm Agent. Pet May 3. Bristol, May 20 at 11. Clifton & Brooking, Bristol.
Godwin, John, Tutbury, Stafford, Tailor. Pet March 18. Burton-on-Trent, May 13 at 1. Flint, Uttoxeter.
Hollingham, John, Brighton, Journeyman Baker. Pet May 4. Brighton, May 23 at 11. Lamb, Brighton.
Hellawell, Geo, Spinningfield, Manchester, Beerseller. Pet May 2. Manch, May 24 at 9.30. Swan, Manch.
Humphreys, Wm, Denbigh, Farmer. Pet May 2. Lpool, May 19 at 12. Evans & Co, Lpool.
Hutchinson, John, Lpool, Bookbinder. Pet May 4. Lpool, May 4 at 2. Husband, Lpool.
Knight, Joseph, Lubenham, Leicester, Baker. Pet April 23. Market Harborough, May 10 at 11. Rawlins, Market Harborough.
Lowe, Joseph, Stocton Hall, nr Malpas, Farmer. Pet May 3. Lpool, May 20 at 11. Evans & Co, Lpool.
Massey, Danl, Capesthorn, Chester, Farmer. Pet May 2. Manch, May 23 at 11. Grundy, Manch.
Morgan, John, Crosswans, Glamorgan, Bootmaker. Pet May 2. Pontypridd, May 19 at 10. Thomas, Pontypridd.
North, Wm, Brighton, Fly Driver. Pet May 2. Brighton, May 20 at 11. Lamb, Brighton.
Nicholson, Charles, Nottingham, General Dealer. Pet May 3. Nottingham, May 26 at 11. Smith, Nottingham.
Oxborrow, Wm, Wickham Market, Suffolk, Coach Builder. Pet May 2. Woodbridge, May 19 at 1. Massey, jun, Framlingham.
Roberts, Robt Thos, West Derby, Lancaster, Architect. Pet April 28. Lpool, May 24 at 3. Husband, Lpool.
Sutton, Jas, Brinkworth, Wiltshire, Farmer. Pet May 3. Bristol, May 20 at 11. Trenerry, Bristol.
Stewart, John Brown, Everton, Lpool, Clerk. Pet May 3. Lpool, May 25 at 3. Grocott, Lpool.
Shipley, Nathaniel Wheatcroft, Nottingham, Boarding-house Keeper. Pet May 3. Nottingham, May 25 at 11. Ashwell, Nottingham.
Thomas, Wm, Cowbridge, Glamorgan, Grocer. Pet April 30. Bridgend, May 19 at 11. Stockwood, Bridgend.
Winn, Wm Sigston, Haverah-park, nr Harrogate, York, Farmer. Pet May 3. Leeds, May 18 at 11. Ward, Leeds.
Williams, David, Toxteth-park, Lpool, Joiner. Pet May 4. Lpool, May 18 at 11. Cobb, Lpool.
Woodhill, Thos, Pencoyd, Hereford, Blacksmith. Pet April 25. Ross, May 26 at 12. Garrold, Hereford.
Wilson, Wm, Bradford, Blacksmith. Pet May 3. Bradford, May 20 at 10. Harle, Leeds.

TUESDAY, May 10, 1864.

To Surrender in London.

Chapman, Wm, Hope Wharf, Thomas-st, Limehouse. Pet May 7. May 24 at 1. Leverson, Bishopsgate-st.
Croft, Ralph, Sparrow-corner, Minories, Ship Store Dealer. Pet May 5. May 24 at 12. Lewis & Lewis, Ely-pl.
Driver, Samson, New Brompton, Kent, Builder. Pet May 6. May 28 at 12. Harrison & Lewis, Old Jewry.
Dullen, Jas, Thomas-st, Notting Dale, Middlx, Pig Dealer. Pet May 5. May 24 at 12. Pullen, Chancery-lane.
Hambleton, Chas Hy, Gower's-walk, Whitechapel, Licensed Victualler. Pet May 5. May 31 at 12. Scard, Gt St Helen's.
Hayes, Thos, & Nicholas English, Bell-yard, Fleet-st, Newspaper Proprietors. Pet May 6. May 28 at 11. Atkinson, Bedford-row.
Homes, Joseph, Chester-st, Bethnal-green, out of business. Pet May 6. May 24 at 1. Marshall, Hatton-garden.
Hubart, Felix, St Benet's-pl, Merchant. Pet May 4. May 24 at 12. Stopher & Cuddon, Coleman-st.
Jennings, Jas, James-st, Notting-hill, Assistant to a Cowkeeper. Pet May 7. May 24 at 1. Holt & Mason, Quality-ct.
Nobbs, Hy, Diss, Norfolk, Licensed Victualler. Pet May 5. May 28 at 12. Muskett & Garrod, Norfolk.
Pearson, Thos, Sydenham, Ironmonger. Pet April 26. May 31 at 1. Dimsdale, Poultry.
Reynolds, Thos, Ventnor, Isle of Wight, Baker. Pet May 9. May 28 at 12. Urry, Newport.
Slater, Chas, Cambridge-rd, Bethnal-green, Baker. Pet May 6. May 24 at 1. Buchanan, Basinghall-st.
Taylor, Janet, The Grove, Camberwell, Widow. Pet May 5. May 31 at 11. Stuckbury & Davis, Gresham-st.
Thomerson, Robt Wm, Goldsmith's-row, Hackney-rd, Furniture Dealer. Pet May 6. May 31 at 12. Buchanan, Basinghall-st.
Tissot, Baptisin, Lower Thames-st, General Merchant. Pet May 4. May 31 at 12. Lumley & Lumley, Moorgate-st.
Voking, Robt, Waterloo-pl, Regent-st, Wine Merchant. Pet May 4. May 28 at 12. Harrison & Lewis, Old Jewry.
Wakeling, Jesse, Buckhurst-hill, Chigwell, Farm Labourer. Pet May 5. May 31 at 11. Venn, Basinghall-st.

To Surrender in the Country.

Alcock, Joseph, Southampton, Coal Dealer. Pet May 6. Southampton, May 17 at 12. Mackey, Southampton.
Baldwin, Robt, Ipswich, Fishmonger. Pet May 3. Ipswich, May 18 at 11. Pollard, Ipswich.
Banks, Thos, Kingswinford, Stafford, Chartermaster. Pet May 5. Stourbridge, May 23 at 10. Maltby, Stourbridge.
Bolton, Richd, Goosnargh, nr Preston, Farmer. Pet May 6. Manch, May 23 at 11. Cobbett & Wheeler, Manch.
Bulmer, Joseph, Marsden, nr Huddersfield, Hay Dealer. Adj April 18. Huddersfield, May 23 at 10. Learoyd, Huddersfield.
Bowker, Saml, Deansgate, Manch, Salesman. Pet May 6. Manch, May 23 at 12. Smith & Boyer, Manch.
Carter, Aaron, Idle, York, Bobbin Manufacturer. Pet May 4. Otley, May 21 at 12. Fawcett, Otley.
Cope, Thos, Manch, Bootmaker. Pet May 6. Manch, May 24 at 9.30. Eltoft, Manch.
Crossley, John, Burnley, Lancaster, Painter. Pet May 7. Manch, May 24 at 11. Cobbett & Wheeler, Manch.
Cockayne, Saml, Hulme, Butcher. Pet May 4. Salford, May 28 at 9.30. Swan, Manch.
Day, Geo, jun. Bradford, Journeyman Joiner. Pet May 5. Keighley, May 21 at 10. Green, Bradford.
Drew, Thos, Bedwardine, Worcester, Journeyman Tailor. Pet May 6. Worcester, May 24 at 11. Corles, Worcester.
Drury, Saml, Markeaton, Derby, Farm Bailiff. Pet May 6. Birm, May 31 at 11. Southall & Nelson, Birm.
Edwards, John, Salford, Tarpaulin Manufacturer. Pet May 6. Salford, May 28 at 9.30. Cobbett & Wheeler, Manch.
Feaver, Jas, Wincanton, Somerset, Brewer. Pet April 30. Bristol, May 20 at 11. Abbott & Co, Bristol.
Firth, John, Sheffield, Provision Dealer. Pet April 30. Leeds, May 26 at 12.30. Binney & Son, Sheffield.
Gorton, Jas, Ramsbottom, Lancaster, Clerk. Pet May 6. Manch, June 2 at 11. Swan, Manch.
Hughes, Arthur, Aylesbury, Harness Maker. Adj May 6. Aylesbury, May 24 at 10. Wood, Aylesbury.
Hickey, Ann, & Edwd Mannion, Lpool, Leather Dealers. Pet May 6. Lpool, May 20 at 11. Anderson, Lpool.
Holsey, Alfred, Birm, Cab Driver. Pet May 6. Birm, June 6 at 10. Parry, Birm.
Holmes, Jas, Holbeck, Leeds, Cloth Manufacturer. Pet May 4. Dewsbury, May 20 at 11. Pullan, Leeds.
Israel, Harris, Birm, Shoe Manufacturer. Pet May 5. Birm, June 6 at 10. Parry, Birm.
Jolley, John, Lpool, Clothier. Pet May 5. Lpool, May 20 at 11. Smith, Lpool.
Johnson, Mary Ann, Darnley-ter, Gravesend, Spinster. Pet May 6. Gravesend, May 27 at 1. Swan, Doctor's-commons.
Lane, John Gee, Sheffield, Beerhouse-keeper. Adj May 3. York, May 25 at 1. Patteson, Sheffield.
Leak, Elias, Longton, Stafford, Lathe Maker. Pet May 7. Birm, May 23 at 12. Hodgson & Son, Birm.
Leather, Joseph, Eccles, Lancaster, Veterinary Surgeon. Pet May 4. Salford, May 28 at 9.30. Gardner, Manch.
Lee, Wm, Manch, Hosier. Pet May 7. Manch, May 24 at 11. Heath & Son, Manch.
Luke, John, & Thos Wills, Camborne, Cornwall, Boot Makers. Pet April 21. Redruth, May 21 at 10.
Mills, John Wesley, Stalybridge, Chester, Bobbin Turner. Pet May 5. Ashton-under-Lyne, May 26 at 12. Swan, Manch.
Murray, John, Manch, Joiner. Pet May 5. Manch, May 25 at 12. Sale & Co, Manch.
Owens, John, Birm, Tailor. Pet May 6. Birm, May 23 at 12. Duke, Birm.

Parker, Thos, Eardisly, Hereford, Blacksmith. Pet May 4. Kington, May 17 at 11. Cheese, Kington.
Richmond, Aaron, Blundeston, Suffolk, Carpenter. Pet April 22 (for pau). Ipswich, May 24 at 12. Chater, Lowestoft.
Robinson, Jas. Bradway, Derby, Tool Maker. Pet May 5. Sheffield, May 25 at 12. Broadbent, Sheffield.
Slack, John, Sheffield, Publican. Pet May 5. Sheffield, May 25 at 12. Broadbent, Sheffield.
Wade, Moses, Farsley, York, Journeyman Joiner. Pet May 6. Bradford, May 20 at 10. Watson, Bradford.
Waudby, Jas Crosby, & Richd Brocklesby Waudby, Leeds, Wholsale Druggists. Pet May 7. Leeds, May 25 at 11. Hudson & Noble, Hull.
Whitlow, Thos, Altrincham, Chester. Scrivener. Pet May 7. Manch, May 27 at 12. Higson & Robinson, Manch.
Woodburn, Francis, Lancaster, Hooper. Pet May 5. Ulverston, May 23 at 10.30. Jackson, Ulverston.

BANKRUPTCIES ANNULLED.

FRIDAY, May 6, 1864.

Windham, Wm Fredk, Upper Westbourne-ter, Marylebone, Stage Coach Proprietor. April 23.
Johannsen, Gerhard Diedrick, Lpool, Merchant. May 3.

Scotch Sequestrations.

TUESDAY, May 3, 1864.

Haig, Walter Geo, Glasgow, Grocer. Seq April 29. Meeting, May 10 at 12, Faculty-hall, Glasgow.
Hunter, John Ranson, Inverness, China and Stoneware Merchant. Seq April 29. Meeting, May 11 at 1, Caledonian Hotel, Inverness.

FRIDAY, May 6, 1864.

Campbell, or Douglas, Janet, Leith, Waggoner, Widow. Seq May 3. Meeting, May 12 at 11, Dowell's rooms, George-st, Edinburgh.
Cant & Graham, Crook of Devon, Kinross. Railway Contractors. Seq May 2. Meeting, May 13 at 1, Procurators'-library, Perth.
Dykes, Jas, Lanark, Coach Proprietor. Seq May 3. Meeting, May 17 at 12, Faculty-hall, Glasgow.
Gilmour, Wm, Lugtonridge, Beith, Farmer. Seq May 2. Meeting, May 13 at 1, Corn Exchange Sale-rooms, Kilmarnock.
Gray, Wm, Glasgow, Boot Maker. Seq May 4. Meeting, May 13 at 11, Crow Hotel, Glasgow.
Ions, John, Dunfermline, Glazier. Seq May 3. Meeting, May 16 at 2, Aitken's Hotel, Dunfermline.
Macfarlane, Daniel, Edinburgh, Merchant. Seq May 3. Meeting, May 11 at 1, Lyon & Turnbull's rooms, Edinburgh.
Russell, John, Airdrie, Baker. Seq May 4. Meeting, May 13 at 12, Faculty-hall, Glasgow.
Robertson, Jas, Edinburgh, Coach Proprietor. Seq May 3. Meeting, May 16 at 12, Lyon & Turnbull's rooms, Edinburgh.
Scott, Andrew, Kelso, Shoemaker. Seq May 2. Meeting, May 18 at 1, Cross Keys Hotel, Kelso.

TUESDAY, May 10, 1864.

Anderson, Geo, Beith, Horse Dealer. Seq May 4. Meeting, May 16 at 1, Black Bull Hotel, Kilmarnock.
Davidson, Robt Wm, Portobello, Superintendent. Seq May 7. Meeting, May 17 at 3, Dowell's rooms, Edinburgh.
Dykes, Andrew, Glasgow, Grain Salesman. Seq May 6. Meeting, May 17 at 12, Faculty-hall, Glasgow.
Gifford, John Geo, Innerleithen, Clerk. Seq May 6. Meeting, May 18 at 12, Tontine Hotel, Peebles.
Mason, David, Port Hamilton, Edinburgh, Coal Agent. Seq May 5. Meeting, May 13 at 1, 79 George-st, Edinburgh.
Paris, Hugh, Bishopmill, Elgin, Contractor. Seq May 5. Meeting, May 18 at 12, Frazer's Hotel, Forres.
Paterson, John, Rothesay, Grocer. Seq May 3. Meeting, May 16 at 2, Victoria Hotel, Rothesay.
Trench, Thos, Glasgow, Joiner. Seq May 3. Meeting, May 13 at 12, Faculty-hall, Glasgow.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 5.—By Mr. MARSH.

Leasehold dwelling-house, being No. 58, Warren-street, Fitzroy-square; term, 99 years from September, 1789, at a ground-rent of £8 8s. per annum; let at £55 per annum—Sold for £380.
Leasehold dwelling-house and business premises, known as the Turkish Café, being No. 50, Haymarket; term, 69 years from Lady-day, 1847, at a ground-rent of £140 per annum; let at £200 per annum—Sold for £450.
Three debenture bonds for £5,000 each of the Briton Ferry Floating Company—Sold for £125 each.
One debenture bond for £5,000 of the Boston Ferry Floating Company—Sold for £140.
Sixty £10 shares in the Great Western and Brentford Railway Company—Sold for £4 per share.
Forty £10 shares in the Great Western and Brentford Railway Company—Sold for £4 10s. per share.
Seven annuities of £7 each, issuing out of the Waterloo Bridge Company—Sold for £25 15s. each.
A policy of assurance for £4,000, effected with the Pelican Life Insurance on the life of a gentleman aged 47 years—Sold for £1,330.
A policy of assurance for £500, effected with the Atlas Fire and Life Insurance on the life of a gentleman aged 53 years—Sold for 120.
Fifteen £10 shares in the Dartford Creek Paper-mill Company—Sold for £55.

May 6.—By Messrs. NORTON, HOGGART, & TRIST.

Leasehold shop and dwelling-house, being Nos. 13 and 14, Ludgate-street, City, held for an unexpired term of 18 years from Michaelmas last, at a ground-rent of £280 per annum—Sold for £1,800.

By Messrs. DRIVER & Co.

Freehold, three enclosures of meadow land, containing 15a. 3r. 17p., situate at Isleworth, Twickenham—Sold for £2,280.
Two enclosures of freehold meadow land, situate as above, and containing 8 acres—Sold for £1,410.
Freehold estate situate at Tangley, Hants, comprising 403a. 3r. 8p. of arable pasture and wood land, with farm residence and homestead, together with 16 cottages—Sold for £9,500.
Freehold, two closes of arable land, situate at Chute Forest, Wilts, comprising 28a. 2r. 32p—Sold for £600.
Freehold close of land situate at Tangley, Hants, containing 8a. 1r. 12p—Sold for £250.
Freehold estate, known as Whistler's Farm, situate at Tangley, Hants, comprising 59a. 0r. 13p. of arable, pasture, and wood land, with farmhouse and homestead—Sold for £1,180.
Freehold close of land, situate at Tangley, Hants, known as Upper Cow Down, and containing 8a. 2r. 38p—Sold for £210.
Freehold estate, known as Bowler's and Haglye Farm, situate in the parishes of Arlington and Hellingby, Sussex, comprising 137a. 3r. 9p. of arable and pasture lands, with farm residence and homestead, together with 5 cottages—Sold for £2,250.
Freehold parcel of marsh land, situate at Hailsham, Sussex, containing 14a. 0r. 35p—Sold for £800.
Freehold parcel of marsh land, situate as above, containing 12a. 1r. 19p.—Sold for £650.
Freehold estate, situate at Great Bromley, Essex, comprising 157a. 2r. 4p., of arable and pasture land with farm residence and homestead—Sold for £5,850.
Freehold parcel of land, situate as above, and adjoining Ball's-green, containing 1a. 0r. 23p—Sold for £50.

May 10.—By Messrs. DEBENHAM & TEWSON.

Freehold land, situate at Frensham, Surrey, comprising 7a. 3r. 36p.—Sold for £125.
Leasehold premises, being No. 199, Westminster-bridge road, comprising a shop and two cottages; estimated annual value, £200—Sold for £85.
Leasehold business premises, adjoining the above, and being No. 197, Westminster-bridge-road; estimated annual value, £220—Sold for £20.

May 11.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold, four houses, being Nos. 1, 3, 5, and 7, Warwick-court-road, Stoke Newington; term, 99 years from December, 1860; ground-rent, £5 each house—Sold for £990.

By Messrs. WEATHERALL & GREEN.

Leasehold dwelling-house, being No. 15, Park-place, Kennington-cross—Sold for £475.
Leasehold shop and premises, being No. 16, Park-place—Sold for £430.
Leasehold house and shop, being No. 17, Park-place—Sold for £435.
Freehold house and premises, being No. 2, Bath-place, Londonderry-road, Camberwell—Sold for £210.
Freehold house, being No. 1, Denmark-street, Camberwell—Sold for £380.

AT GARRAWAY'S.

May 4.—By Messrs. FAREBROTHER, CLARK, & LYE.

Leasehold residence, being No. 34, Leinster-square, Bayswater; term, 99 years, from June, 1853; ground-rent, £21 per annum—Sold for £1,400.
Leasehold residence, being No. 35, Leinster-square; held for similar term and ground-rent as above—Sold for £1,360.
Leasehold residence, being No. 36, Leinster-square; held for similar term and ground-rent as No. 34—Sold for £1,440.
Leasehold residence, being No. 37, Leinster-square; held for similar term and ground-rent as No. 34—Sold for £1,250.
Leasehold residence, being No. 38, Leinster-square; held for similar term and ground-rent as No. 34—Sold for £1,260.
Leasehold residence, being No. 39, Leinster-square; held for similar term and ground-rent as No. 34—Sold for £1,280.
Leasehold residence, being No. 40, Leinster-square; held for similar term and ground-rent as No. 34—Sold for £1,360.
Leasehold residence, being No. 41, Princes-square; term, 99 years from June, 1853; ground-rent, £21 per annum—Sold for £1,110.
Leasehold residence, being No. 42, Princes-square; held for a similar term and ground-rent as above—Sold for £1,110.
Leasehold residence, being No. 43, Princes-square; held for a similar term and ground-rent as above—Sold for £1,150.
Freehold estate, situate at Green-street-green, Chelsfield, Kent, comprising a farm-house and 44a. 2r. 3p. of arable, pasture, and meadow land—Sold for £4,020.
Freehold, three enclosures of arable land adjoining the above, with frontage to Sevenoaks-road, containing 19a. 1r. 9p.—Sold for £1,560.
Freehold enclosure of land, situate at Green-street-green aforesaid, containing 4a. 0r. 22p.—Sold for £365.
Freehold estate, known as Symons House, adjoining above, comprising 5 cottages, shed, stables, and small farm, and 17 acres of meadow and arable land—Sold for £2,020.
Freehold, 3 enclosures of arable land adjoining above, containing together 21a. 3r. 12p.—Sold for £1,060.
Freehold estate, known as Shuttshole Lands, or Shuttshole Farm, containing 38a. 1r. 39p. of arable land—Sold for £2,020.
Freehold estate, forming part of Green's Farm, or the Green Farm, Farnborough, Kent, comprising barn and 3 enclosures of arable and pasture land, containing 22a. 2r. 7p.—Sold for £2,400.
Freehold estate, adjoining above, containing 29a. 0r. 15p. of arable and wood lands—Sold for £1,600.
Freehold stable, garden, and plot of land, situate in the parishes of Chelsfield and Farnborough, containing 3a. 1r. 4p.—Sold for £400.
Freehold enclosure of arable land, known as the Gravel-pit Field, containing about 5 acres—Sold for £700.
Freehold, two plots of arable land, forming part of the Great West Field, and containing together about 18 acres—Sold for £1,020.

May 10.—By Messrs. CRAWTER.

Freehold house and premises, being No. 21, Red Lion-square, Bloomsbury—Sold for £1,340.

TIME BARGAINS BEFORE ALLOTMENT.—The recent resolution of the Stock Exchange Committee, refusing to recognise bargains in shares made prior to their allotment, is said in various quarters to work badly, and, besides, to be a failure, on the ground that it has not prevented dealings in the shares of new companies prior to allotment. We cannot, however, doubt that it has had a very beneficial effect on the whole; and we find that the *Money Market Review*, no bad authority on such a question, agrees with us in this, remarking that the business interfered with is just that class of business which can be very well dispensed with, and decidedly not that which is the most lasting, or which most certainly prevents panic. On the contrary, it is just a continuous run of weak speculations of this nature which produces Stock Exchange panic.

Legal and General Life Assurance Society,

10, FLEET STREET, LONDON, E.C.

TRUSTEES.

THE RIGHT HON. SIR THOMAS ERSKINE.
THE RIGHT HON. SIR J. L. KNIGHT BRUCE, Lord Justice.
THE HON. SIR WILLIAM PAGE WOOD, Vice-Chancellor.
THE HON. MR. JUSTICE WILLIAMS.
THE HON. SIR GEORGE ROSE.
KENYON STEVENS PARKER, Esq., Q.C., Examiner in Chancery.
EDWARD SMITH BIGG, Esq.
ROBERT BAYLY FOLLETT, Esq., Taxing Master in Chancery.

DIRECTORS.

AUSTIN, CHARLES, Esq., Q.C.
BEAUMONT, JAMES, Esq.
BIGG, EDWARD SMITH, Esq.
BOLTON, JOHN HENRY, Esq.
BRODERIP, FRANCIS, Esq.
BRUCE, The Lord Justice SIR J. L. KNIGHT.
CHANNELL, The Hon. Mr. BARON.
CHICHESTER, J. H. R., Esq.
COOKSON, WILLIAM STRICKLAND, Esq.
DUGMORE, WILLIAM, Esq., Q.C.
EVANS, JOHN, Esq., Q.C.
FOLLETT, ROBERT BAYLY, Esq., Taxing Master in Chancery.
FRERE, BARTLE JOHN LAURIE, Esq.
GOULBURN, Mr. Serjeant.
LAMB, GEORGE, Esq.
LEMAN, JAMES, Esq.
PARKER, KENYON S., Esq., Q.C.
PEMBERTON, EDWARD LEIGH, Esq.
RIDDELL, Sir WALTER BUCHANAN, Esq.
ROSE, The Hon. SIR GEORGE.
SCADDING, EDWIN WARD, Esq.
SMITH, MONTAGUE, Esq., Q.C., M.P.
TILSON, THOMAS, Esq.

Capital invested in the names of the Trustees		£1,318,184
Share Capital	£1,000,000	
Less, paid up and included in the above sum	160,935	
		839,065
Annual Income from Investments and Premiums (increasing yearly)		165,000
Total Sum assured by existing Policies		3,513,069
Total Reversionary Bonus added thereto		425,000
Claims paid on Policies		941,012
Bonus paid to Policy-holders		176,890

No extra Premium required for residence in any part of the world distant more than 33 degrees from the Equator.

Whole World Policies granted on payment of a **single extra Premium of Ten Shillings per cent.** when the Directors are satisfied that the Life Assured is at the time within the limits allowed by the ordinary Policies of the Society, and has then no intention of going beyond them, and that his occupations are not likely to lead him beyond them, or to be more than ordinarily hazardous.

Policies protected from dispute. The age of the person Assured, and other necessary particulars, admitted at the time of issuing the Policy.

Four-fifths, or 80 per cent, of the Profits allotted to the Assured every fifth year.

SPECIMEN OF BONUS ADDED TO POLICIES.

No. of Policy.	Amount Assured.	Bonus Paid.	Year of Death.	Age when Assured.
	£	£		Years.
982	5,000	1,224	1857	40
1,558	5,000	1,157	1857	45
6	5,000	1,693	1857	44
941	2,500	771	1858	68
646	5,000	1,742	1858	54
13	5,000	2,091	1859	61
831	5,000	1,433	1860	37
870	4,000	1,438	1860	50
643	3,000	1,149	1860	57
2,871	5,000	907	1861	36
2,907	5,000	1,180	1862	36
1,751	1,000	318	1862	48
309	5,000	1,899	1862	40

The Bonus may, at the option of the Assured, be applied in reduction of annual premiums, which have been thereby reduced 25 per cent., or surrendered for a cash payment.

No loss of Bonus in case of death before the division of profits, a Bonus being paid for each year since the last division, at the rate of the last Bonus.

Loans granted to the full surrender value of the Policies without charge, except for the stamp-duty of 2s. 6d. per cent.

Forms of Proposal, and all further information, including a copy of the Society's Accounts, to be had on application by letter, or in person to

JOHN NETTLETON, *Secretary*,
10, Fleet-street, London.

LONDON AND COUNTY BANK.

NOTICE IS HEREBY GIVEN

that a BRANCH of the London and County Bank was opened this day at

Nos. 324 & 325, HIGH HOLBORN, NEAR TO MIDDLE ROW,

under the Management of Mr. L. R. SYKES.

London and County Bank, May 2, 1864. By order, WM. McKEWAN, *General Manager.*

LONDON AND COUNTY BANKING COMPANY.

ESTABLISHED 1836.

SUBSCRIBED CAPITAL, £1,875,000, IN 37,500 SHARES OF £50 EACH.
PAID-UP CAPITAL, £680,000. RESERVE FUND £180,000.

DIRECTORS.

THOS. TYRINGHAM BERNARD, Esq., M.P.
PHILIP PATTON BLYTH, Esq.
JOHN WILLIAM BURMESTER, Esq.
COLES CHILD, Esq.
HUGH C. E. CHILDERS, Esq., M.P.
JOHN FLEMING, Esq.
FREDERICK HARRISON, Esq.
EDWARD HUGGINS, Esq.
WILLIAM CHAMPION JONES, Esq.
JAMES LAMING, Esq.
WILLIAM LEE, Esq., M.P.
WILLIAM NICOL, Esq., M.P.

General Manager. WILLIAM McKEWAN, Esq.
Chief Inspector. W. J. NORFOLK, Esq.
Assistant General Manager. WILLIAM HOWARD, Esq.
Chief Accountant. JAMES GRAY, Esq.
Inspectors of Branches. H. J. LEMON, Esq., & C. SHERRING, Esq.
Secretary. F. CLAPPISON, Esq.

The LONDON AND COUNTY BANK opens—

DRAWING ACCOUNTS with Commercial Houses and Private Individuals, either upon the plan usually adopted by other Bankers, or by charging a small Commission to those persons to whom it may not be convenient to sustain an agreed permanent Balance.

DEPOSIT ACCOUNTS.—Deposit Receipts are issued for sums of Money placed upon these Accounts, and Interest is allowed for such periods and at such rates as may be agreed upon, reference being had to the state of the Money Market.

CIRCULAR NOTES AND LETTERS OF CREDIT are issued, payable in the principal cities and towns of the Continent, in Australia, Canada, India, and China, the United States, and elsewhere.

The Agency of Foreign and Country Banks is undertaken.

The Purchase and Sale of Government and other Stocks, of English or Foreign Shares, effected, and Dividends, Annuities, &c., received for customers of the Bank.

Great facilities are also afforded to the customers of the Bank for the receipt of money from the towns where the Company has Branches.

The Officers of the Bank are bound not to disclose the transactions of any of its customers.

By order of the Directors, WM. McKEWAN, General Manager.

At the Annual Meeting of the Proprietors, held on Thursday, the 4th of February, 1864, at the London Tavern, Bishopsgate-street, the following Report for the year ending the 31st of December, 1863, was read by the Secretary. WILLIAM NICOL, Esq., M.P., in the chair:—

REPORT.

The Directors, in submitting to the Proprietors the Accounts of the Bank for the half-year ending 31st December, 1863, have much satisfaction in reporting that the net Profit for the six months, after deducting all charges, amounts to £84,325 0s. 2d., which, added to £14,343 3s. 8d. brought forward from the last account, results in a total of £98,668 3s. 10d.

Out of this sum the Directors recommend that the usual Dividend of 6 per cent., together with a bonus of 6 per cent., be declared for the half-year, making, with the dividend paid in August last, 18 per cent. for the year. They further propose to carry £10,000 to the Reserve Fund, making that Fund £100,000, leaving £16,668 3s. 10d. to be carried forward to Profit and Loss new Account.

In consequence of the great increase of the business of the Bank, the Directors consider it advisable further to increase the Capital of the Company, by the issue of 7,500 new Shares, to be offered *pro rata* amongst the Proprietors as they appeared in the Register on the 3rd instant, the date when the transfer books of the Company were closed, such Shares to be issued at the price of £40 each, being a premium of £30 per share. Full particulars of the issue will be transmitted by circular to each Proprietor.

This operation will produce £300,000, out of which £150,000 will be added to the Capital of the Company, and £150,000 (being the Premium on the Shares), will be added to the Reserve Fund, raising the former to £750,000, and the latter to £250,000—together One Million.

The Directors regret having to announce the decease of HENRY OVERTON, Esq., for many years one of the Auditors of the Bank. This creates a vacancy in the Auditorship, which it is in the power of the Meeting to fill up.

The Directors retiring by rotation are PHILIP PATTON BLYTH, Esq., EDWARD HUGGINS, Esq., and WILLIAM LEE, Esq., M.P., all of whom are eligible for re-election, and offer themselves accordingly.

The Dividend is payable at the Head Office, or at any of the Branches, on and after Monday, the 15th instant.

BALANCE SHEET of the London and County Banking Company, 31st December, 1863.

Dr.	£ s. d.	£ s. d.	Cr.	£ s. d.	£ s. d.
To Capital paid up		600,000 0 0	By Cash on hand at Head Office, and Branches	1,238,139 1 3	
Reserve Fund		90,000 0 0	Cash placed at Call and at notice	1,066,002 7 2	
Amount due by the Bank for Customers' Balances, &c.	8,245,722 9 4				2,304,141 8 3
Liabilities on Acceptances and Endorsements by the Bank, Circular Notes, and Letters of Credit	1,088,916 1 9		Investments, viz.—		
		9,334,638 11 1	Government and Guaranteed Stocks	839,148 16 9	
Profit and Loss Balance brought from last Account	14,343 3 8		Other Stocks and Securities	110,936 17 9	
Gross Profit for the Half-year, after making provision for Bad and Doubtful Debts	227,239 9 7				950,095 14 0
		241,582 13 3	Discounted Bills, and advances to Customers in Town and Country		6,784,844 14 6
			Freehold Premises in Lombard-street and Nicholas-lane, Freehold and Leasehold Property at the Branches, with Fixtures and Fittings		110,630 18 7
			Interest paid to Customers		49,787 7 2
			Salaries and other Expenses at the Head Office and Branches, including Income Tax on Profits, and Salaries		66,721 1 2
	£10,266,221 4 4				£10,266,221 4 4

Profit and Loss Account.

To Interest paid to Customers	£49,787 7 2	By Balance brought forward from last Account		£14,343 3 8
Expenses, as above	66,721 1 2	Gross Profit for the Half-year, after making provision for Bad and Doubtful Debts		227,239 9 7
Rebate on Bills not due, carried to New Account	25,406 1 1			
Reserved Fund	10,000 0 0			
Dividend, of 6 per Cent. for the Half-year	36,000 0 0			
Bonus of 6 per Cent.	36,000 0 0			
Balance carried forward	16,668 3 10			
	£241,582 13 3			£241,582 13 3

We, the undersigned, have examined the foregoing Balance Sheet, and have found the same to be correct.

London and County Bank, 28th January, 1864. (Signed) JOHN WRIGHT, R. H. SWAINE, } Auditors.